

CelcomDigi Fibre

Fibre-to-the-Room

This CelcomDigi FTTR is an optional offering that that uses fiber optic cables directly to an individual's room or unit within a building to provide ultra high-speed internet. This CelcomDigi FTTR is offered by CelcomDigi Mobile Sdn. Bhd. (formerly known as Celcom Mobile Sdn. Bhd.) [Company No. 197601002188 (27910-A)] and CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)] subject to the terms and conditions provided herein ("Terms and Conditions"). Celcom and Digi are collectively known as "CelcomDigi" for the purpose of these Terms and Conditions.

You acknowledge that you have read and fully understood these Terms and Conditions and hereby agree to be bound by these Terms and Conditions which shall form an integral part of and to be read together with the terms and conditions of Customer Registration Form (CRF) and/or the terms and conditions of the respective mobile/content service(s) offered to you as published here and here respectively, as may be amended from time to time by CelcomDigi.

In the event of a conflict or inconsistency between these Terms and Conditions and CRF and/or the terms and conditions of the respective mobile/content service(s), such inconsistency shall be resolved by giving precedence in the following decreasing order:

- i) these Terms and Conditions; and
- ii) the terms and conditions of CRF and/or the respective mobile/content service(s).

CelcomDigi FTTR Period

This CelcomDigi FTTR shall be made available from 27th September 2023 onwards and shall continue until further notice by CelcomDigi ("Add-On Period"). Any discontinuation of the CelcomDigi FTTR shall be at the sole discretion of CelcomDigi.

Eligibility

This CelcomDigi FTTR shall be applicable to the existing and active CelcomDigi Fibre subscribers of the following plans ("Customer(s)" or "You")



This CelcomDigi FTTR is only available for the Customers who have subscribed to any of the fibre plans listed above with a minimum speed of 300Mbps or higher. The Customers must be able to access their broadband services and not subject to any suspension and / or call barring process.

The eligibility requirements above are non-exhaustive and may be amended by CelcomDigi from time to time.

CelcomDigi FTTR Mechanism

1. The price for the CelcomDigi FTTR shall include the price of standard installation as listed below:

<u>FTTR Package</u>	<u>1+1</u>	<u>1+2</u>	<u>1+3</u>
FTTR Price (RM):	1,400	1,800	2,280
Items Included:			
Master FTTR	1 unit		
Slave FTTR	1 unit	2 units	3 units
ATB 4 port/Splitter	1 unit		
ATB 2 port	1 unit	2 units	3 units
Master to ATB Transparent Optical Length of Cable	Up to 0.5m		
Transparent Optical Cable	Up to 50.5m	Up to 80.5m	Up to 110.5m
Installation Price (RM):	480	648	864

Any non-standard installation is subject to additional costs that is payable by the Customers to the respective installers at the point of installation.

- 2. Any cancellation request by the Customers after payment has been made will incur a penalty fee of RM85.
- 3. The installation fee of the CelcomDigi FTTR does not include relocation of the point of installation. Any additional requests for relocation will be subject to an additional fee.
- 4. The installation set up excludes any set up of port forwarding devices or any internal server.
- 5. The Customers acknowledge and agree that the name listed on the fiber subscription must correspond with the CelcomDigi FTTR. Any disparity or inconsistency between the Customers' name on the subscription and the name on



the CelcomDigi FTTR application shall be subject to review by CelcomDigi, and CelcomDigi reserves the right to take appropriate actions, including but not limited to withholding services or imposing penalties, as deemed necessary to ensure compliance with this requirement.

Exclusion of CelcomDigi FTTR Warranties

- 1) The CelcomDigi FTTR warranties shall not be applicable upon the occurrence of any of the following events:
- a) the expiry of the respective FTTR Master, FTTR Salve and ATB Warranty Period.
- b) the serial number or warranty seal have been altered, defaced or removed;
- c) the labels have been destroyed, moved or modified; or
- d) the serial number differs from the serial number captured in the system based on the Customers' acknowledgment of the service activation; or
- e) it has been damaged by abnormal use, misuse, neglect, accident, alteration or "tampering with" by the Customers

Damage to the CelcomDigi FTTR Package Devices

- 1) The Customers shall be responsible for paying for the loss of or damage to the CelcomDigi FTTR devices that come in the Customers' package, in the case of (including but not limited to) fire, theft, negligence, willful destruction or improper usage during the contract period and Add-On Period.
- 2) The Customers shall be charged based on the service penalty for the replacement of the lost or damaged devices, which may be revised by CelcomDigi from time to time.

Disclaimer

This CelcomDigi FTTR is provided to the Customers on a "best effort" basis. CelcomDigi disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the CelcomDigi FTTR including but not limited to:

- a) availability, accessibility, timeliness, continuous and uninterrupted use of the service or secure access to the Internet; and
- b) sequence, accuracy, completeness, timeliness or the security of any data, content or information provided to the Customers as part of the service.



Speed shall depend on factors such as modem capability, location, coverage, distance from communications tower and number of simultaneous users. Total Internet quota for each fibre plan is specified during point of sales as contained in the sales material. Once the Customers' allocated internet quota finishes, the speed will be managed to a lower speed until the next billing cycle. To continue enjoying the home Wi-Fi service at regular speeds, the Customers can opt for additional quota, which can be purchased at the Customers' own cost. To ensure all CelcomDigi's subscribers enjoy a quality browsing experience, CelcomDigi will not assure constant connectivity if the Customers use peer-to-peer or file sharing programs.

The Customers' usage of CelcomDigi service is subject to Fair Usage Policy which can be found on CelcomDigi's websites here and here.

General Terms and Conditions

- CelcomDigi reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of these Terms and Conditions without prior notice to the Customers and the Customers shall be bound to observe, perform, and comply with the Terms and Conditions herein and any amendments thereof.
- 2. CelcomDigi's decisions in any matter in relation to these Terms and Conditions shall be final and conclusive. Any request for appeal or review shall not be entertained.
- 3. CelcomDigi shall not be liable for any claim by the Customers or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with these Terms and Conditions.
- 4. CelcomDigi disclaims any and all liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with the subscription to the CelcomDigi FTTR.



- 5. The Customers acknowledge and agree that CelcomDigi reserves the right to reject or terminate any subscription to the CelcomDigi FTTR hereunder if the Customers are in breach of any of their obligations or any of these Terms and Conditions. Notwithstanding the foregoing, CelcomDigi reserves the right to reject or terminate the said subscription at its sole and absolute discretion without having to assign any reasons whatsoever.
- 6. CelcomDigi does not take any responsibility in the event the Customers are prevented from subscribing to the CelcomDigi FTTR, as a result of certain technical restrictions, other limitations or force majeure which include but not limited to regulatory and/or Government directive, act of God etc.
- 7. In the event any of these terms and conditions is invalid, illegal and unenforceable under any applicable law or for any reason whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
- 8. No delay or indulgence by CelcomDigi in enforcing any terms or conditions herein shall constitute a waiver by CelcomDigi of the Customers' breach of these Terms and Conditions.
- 9. These Terms and Conditions shall be construed and governed by the laws of Malaysia. In the event of a dispute, the courts of Malaysia shall have exclusive jurisdiction.

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