

CelcomDigi Roaming Pass and International Roaming ("Add Ons")

This Add Ons made available by CelcomDigi Mobile Sdn. Bhd. (formerly known as Celcom Mobile Sdn. Bhd.) [Company No. 197601002188 (27910-A)] ("Celcom") and CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)] ("Digi") subject to the terms and conditions provided herein. (Individually known as Celcom or Digi and collectively known as "CelcomDigi" for the purpose of this Terms & Conditions).

The full terms and conditions of the use of the selected products and services are as set out at https://www.celcomdigi.com/terms-and-conditions ("General Terms"), including the Privacy Notice as set out at CelcomDigi Privacy Notice; all of which form an integral part of full terms and conditions of the said products and/or services (collectively, the "Terms and Conditions").

All terms and references used herein shall be the same as the General Terms unless otherwise defined. In the event there is a conflict or inconsistency between these terms and conditions and the General Terms, the terms and conditions herein shall take precedence.

- Each Customer (as defined below) agrees that he/she has read and understood the Terms
 and Conditions and by his or her purchasing/subscribing to the Add Ons, each subscriber
 agrees to be bound by the Terms and Conditions.
- 2. CelcomDigi does not guarantee or warrant the availability of the Add Ons and the Customer(s) acknowledges and agrees that the Add Ons is provided on an "as is" basis.
- 3. CelcomDigi reserves the right to revise, modify and/or change these terms and conditions at any time at CelcomDigi's sole discretion without providing notice to Customers. Continued use of this Add Ons service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Customers are advised to visit this page periodically to review the terms and conditions.
- 4. CelcomDigi reserves the right to terminate, suspend or block a customer's usage of its services for any reason at any time without prior notice. In such event, there shall be no claims and / or compensation or whatsoever by the Customer against CelcomDigi for any and all losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of alteration, cancellation, termination or suspension thereof.

5. Roaming Pass

5.1 Eligibility

The subscriptions shall be eligible to Celcom and Digi Customers.



5.2 **Subscription**

- 5.2.1. Customer shall activate the Roaming Pass via Celcom Life App, Mydigi App, CelcomDigi App or USSD menu *800#
- 5.2.2. The Roaming Pass is available to the Customers in Malaysia or abroad in eligible countries.
- 5.2.3. Customer shall receive an SMS notification from Celcom or Digi upon successful subscription.
- 5.2.4. Customer shall monitor and manage the Add Ons and usage via Celcom Life App, Mydigi App, CelcomDigi App or USSD menu *800#.

5.3. **Product Offering**

Below are the details of the Roaming Pass:

| | Roaming Pass | | | | | |
|----------------------------|---|----------------------------|----------------------------|-----------------------------|-----------------------------|--------------|
| Product Name & Validity | 3-Day Pass | 3-Day Unlimited Pass | 7-Day Unlimited Pass | 14-Day Unlimited Pass | 30-Day Unlimited Pass | 10-Day Pass |
| Price | RM28 | RM48 | RM58 | RM98 | RM118 | RM128 |
| Internet | 4GB Unlimited Internet | | | | | Up to 1GB |
| Call | 15 Minutes | | | | | Not |
| | | | | | | applicable |
| Countries | 3 countries 81 countries | | | | | 60 Countries |
| Add-On | 5GB @ RM10 valid for 24 hours | | | | | Not |
| | (only available with roaming pass purchase) applic | | | | | |
| Inflight Roaming | In-flight roaming services are available on selected flights. | | | | | |
| Service | Network Operator: AeroMobile. | | | | | |
| 50% roaming | Applicable for discount for selected plan | | | | | Not |
| discount | | | | | | applicable |

- 5.4. Roaming voice minutes in the Roaming Pass is only applicable for roaming voice calls made by the Customer (prepaid or postpaid) from the Participating Countries (calls are based on 60 seconds block):
 - 5.4.1. To any Malaysian number;
 - 5.4.2. To any number within present roaming country; and
 - 5.4.3. Receiving calls while Customer is in the Participating Countries.
- 5.5. Any call and SMS shall follow the standard international roaming rates as stated on CelcomDigi website.



- 5.6. The usage of unlimited internet is subject to CelcomDigi's Fair Usage Policy. Once Customer has fully utilised the daily high-speed internet, the speed shall be throttled up to 1Mbps.
- 5.7. Customer shall enjoy the roaming services upon successful subscription in the selected countries based on the Roaming Pass. Refer <u>HERE</u> for eligible countries.

6. Other Conditions

6.1. Roaming Pass

- 6.1.1. Roaming passes are offered in partnership with selected Network Operators in selected countries only (the "Participating Countries"). CelcomDigi reserves the right to amend the list of participating Network Operators and available countries at any time without notice.
- 6.1.2. Roaming Passes shall only be use outside of Malaysia and Customer agrees to abide by and be subjected to all usage terms and conditions of the Participating Countries.
- 6.1.3. Subscriber shall not use the Roaming Passes for commercial, nonpersonal or fraudulent purposes or gains. CelcomDigi reserves
 the right at any time at its absolute discretion and without any
 liability whatsoever to the Customer or any third party to
 disconnect, interrupt, terminate, bar or suspend the Roaming
 Passes service to the Customer in the event of suspicious usage,
 illegal activities, suspected fraud or any other unusual activities.
- 6.1.4. Purchase and/or use of a Roaming Pass shall constitute acceptance of all applicable terms and conditions.
- 6.1.5. Balance in validity period, quota or minutes under Roaming Passes are neither transferable nor refundable.
- 6.1.6. CelcomDigi reserves the right to terminate, omit, change or amend the Roaming Passes and/or the governing terms and conditions at any time without prior notice.
- 6.1.7. All and any changes or amendments to the Roaming Passes and any governing terms and conditions shall take immediate effect upon being published on CelcomDigi's website.
- 6.1.8. Customers are liable for all roaming charges incurred. To avoid unintended charges, Customers are responsible to disable



Roaming access on their devices.

- 6.1.9. CelcomDigi's standard call and internet/data roaming charges shall apply by default to:-
 - 6.1.9.1. any call or internet/data roaming access or usage occurring prior to the purchase of a Roaming Pass; and
 - 6.1.9.2. any call or internet/data roaming access or usage occurring after the expiry of a Roaming Pass subscription; regardless of whether such roaming access or usage was unintended, inadvertent, or otherwise.
 - 6.1.9.3. Digi's Gadget SIM (DATA-ONLY SIM) Customer who purchase roaming pass shall only be able to use roaming data service. Any voice quota comes with the pass will be forfeited and no partial or full refund will be given under these circumstances.
- 6.1.10. Roaming Passes are only valid for purchase and use in selected Participating Countries as an add-on feature to the Customer's Prepaid/Postpaid domestic rate plan. Standard domestic charges shall continue to apply in accordance with the Customer's Prepaid/Postpaid mobile plan.
- 6.1.11. Roaming Passes shall be used for the purpose of short trips abroad or occasional temporary travelling to overseas and it is strictly not for semi-permanent or permanent usage abroad.
- 6.1.12. The use of Roaming Passes is subject to availability and terms of access of the applicable Network Operator. CelcomDigi shall not be liable for any inaccessibility, interruption, network quality or other network-related problems which may occur while roaming.
- 6.1.13. Any usage of roaming services which CelcomDigi deems it is out of the ordinary norm of subscription including but not limited to the duration or usage or subscription of the roaming services, CelcomDigi shall have the rights to suspend Subscriber's roaming services immediately without any notice.
- 6.1.14. The Subscriber understands and accepts that during roaming, the storage, treatment, and transfer of their personal data may be



subject to regulations and laws which are different from those in Malaysia.

6.2 Pre-Booking

- 6.2.1. The pre-booking of the Roaming Pass is subject to Digi's General Terms and Conditions, available on CelcomDigi's Terms and Conditions, and any other terms and conditions that you and we may have agreed to from time to time.
- 6.2.2. This pre-booking Roaming Pass is applicable to Digi's postpaid and/or prepaid Subscriber, Principal User and/or Supplementary User.
 6.2.3. The pre-booking Roaming Pass allows Digi's Customer/ Principal User and/or Supplementary User to order the Roaming Pass in advance via MyDigi App. This means that the Customer / Principal User and/or Supplementary User can order for any Roaming Pass which will be activated at a selected later date (the "Nominated Date").
- 6.2.4. The selected pre-booked Roaming Pass is scheduled to be activated by 2.00am (Malaysia time) of the Nominated Date (the "Activation Time"). Notwithstanding the Activation Time, we recommend that you should use the international roaming service only upon receiving a SMS notification informing you that the Roaming Pass is successfully activated.
- 6.2.5. No charges will be credited (for postpaid service) or deducted (for prepaid service) upon the order of the relevant Roaming Pass. Charges will only be credited (for postpaid service) or deducted (for prepaid service) after the activation of the Roaming Pass on the Nominated Date.
- 6.2.6. To qualify for the pre-booking of the Roaming Pass, the Customer, Principal User and/or Supplementary User shall ensure that there is sufficient credit available (for prepaid customer) and/or there is no outstanding payment (for postpaid customer) on the date the order is made and/or prior to the Nominated Date (the "Conditions"). If the Customer, Principal User and/or Supplementary User fulfill the Conditions, SMS will be sent to the Customer, Principal User and/or Supplementary User confirming the purchase of the Roaming Pass.



Notwithstanding the completion of the order made via MyDigi App, Digi reserves the right to not activate the Roaming Pass on the Nominated Date if the Conditions are not fulfilled.

6.3. International Roaming

- 6.3.1. CelcomDigi and the operator of the visited foreign telecommunication services network shall not be liable for any loss or damage which the Customer or Principal User and/or Supplementary sustain from or through the termination/interruption/loss of or inability to use the international roaming service due to any cause whatsoever.
- 6.3.2. The Customer or Principal User and/or Supplementary User of the international roaming service shall be subjected to all terms and conditions of this Agreement and such other terms and conditions as CelcomDigi shall deem fit to be imposed from time to time.
- 6.3.3. For data services, the Customer's monthly access fees only covers domestic data usage and does not include data usage overseas. For roaming service usage, international roaming charges apply.
- 6.3.4. The Customer or Principal User and/or Supplementary User shall produce for inspection a valid passport upon application for the international roaming service and CelcomDigi reserves the right to verify its contents.
- 6.3.5. The Customer or Principal User and/or Supplementary User may, at CelcomDigi's absolute discretion, be offered a Credit Limit in respect of charges incurred in using the international roaming service and/or international direct dial service.
- 6.3.6. The Customer or Principal User may request for a higher Credit Limit and CelcomDigi may grant the same at its discretion subject to such conditions as CelcomDigi shall deem fit to impose.
- 6.3.7. The Customer shall bear and pay all surcharges, value-added taxes, and any other charges, taxes, exchange rate difference (if any) or such other sum as may be stipulated by CelcomDigi from time to time, incurred in using the international roaming service and/or international direct dial service.
- 6.3.8. CelcomDigi makes no warranty or representation that the Customer's



or Principal User's mobile phone or device will be able to utilise the international roaming service. Any inability of the Customer's or Principal User's mobile phone or device to utilise international roaming service and/or international direct dial shall not annul this agreement or absolve, diminish or affect Customer's or Principal User's liability to observe and perform his/her obligations herein.

- 6.3.9. CelcomDigi reserves the right, without being liable to Customer or Principal User whatsoever, not to provide or continue to provide or to discontinue providing the approved Credit Limit and/or international roaming (IR) service and/or international direct dial (IDD) at any time and without assigning any reason thereof.
- 6.3.10. The Customer or Principal User shall promptly report to CelcomDigi within 24 hours, any lost or stolen SIM Card (including Supplementary SIM Card) or mobile phone or device. Until such a report has been received by CelcomDigi, the Customer or Principal User shall be liable for all charges incurred.
- 6.3.11. For the purposes of these terms and conditions under this Clause, any reference to international roaming service shall include international data roaming services.

General Terms

- 1. CelcomDigi shall not be responsible in any way in the event that the Customer's subscription is activated by a 3rd party without their consent. CelcomDigi shall not refund nor compensate the Customer in any manner whatsoever in such situations.
- 2. CelcomDigi does not guarantee or warrant that there shall be no problem, defect or error in the access or usage provided by this Subscription. CelcomDigi shall not be responsible in any way whatsoever for the loss incurred directly or indirectly for such failure or any problems associated with the network in any way whatsoever.
- 3. CelcomDigi reserves its absolute right and discretion to apply the Fair Usage Policy if the
 - Customer is suspected to have had abused the services or internet usage in whatsoever way including exceeding the base quota.
- **4.** CelcomDigi shall not be liable in any manner whatsoever to any party for any claims, proceedings, loss, damage, costs, or expenses of any kind whatsoever suffered or incurred as a direct or indirect result of the utilisation of the Products and Services by the Customer.



- **5.** CelcomDigi shall not be liable in any manner whatsoever to the Customers for any claims, proceedings, loss, damage, costs or expenses of any kind whatsoever suffered or incurred as a direct or indirect result of the utilisation of the Products and Services.
- **6.** The Terms and Conditions shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.
- **7.** All other terms and conditions governing the use of any of CelcomDigi mobile telecommunication services shall apply herein mutatis mutandis.