

CelcomDigi Fibre

This **Fibre Internet Service** made available 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. (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/or services is subject to the respective CelcomDigi General Terms and Conditions of CelcomDigi (“General Terms and Conditions”), respective Celcom’s and Digi’s Privacy Notice / Data Protection Statement and Data Protection Obligations / Fair Usage Policy found on respective CelcomDigi’s website at <https://www.celcomdigi.com/> all of which form an integral part of full terms and conditions of the products and/or services (collectively referred to as the “**Terms and Conditions**”).

All terms and references used herein shall be the same as the General Terms and Conditions unless otherwise defined. You acknowledge that you have read and fully understood these Terms and Conditions. Your use of the products and/or services, upon activation, constitutes unconditional acceptance to be bound by these Terms and Conditions as may be amended from time to time by CelcomDigi.

1. Where application services are bundled with the Plan, CelcomDigi reserves the sole and absolute right to cease, alter or suspend or substitute the application services bundled offerings at any time without prior notice. For the avoidance of doubt, such alteration, cancellation, termination or suspension by CelcomDigi does not entitle the Customers to any claim or compensation against CelcomDigi (in cash or in kind) for any and all loss or damage suffered or incurred by the Customers as a direct or indirect result of the act of alteration, cancellation, termination or suspension.
2. CelcomDigi shall not be responsible in any way in the event that the Customer’s subscription of the Plan was activated by a third party without his/her consent. CelcomDigi shall not refund nor compensate the Customer in any manner whatsoever in such situations.

3. CelcomDigi reserves the rights at its absolute discretion without liability to vary, delete or add to any of these Terms and Conditions, including but not limited to any feature for the Plans, from time to time without prior notice to the Customer as it deems fit. Continued use of this Plan and/or service following any changes to these Terms and Conditions constitutes an acceptance to those changes (if any). Customer accepts to be responsible for regularly reviewing information on the Plan at <https://www.celcomdigi.com>.

1. General

- 1.1. The Fibre Internet Service comprises different plans that you may choose, the details of which are available herein (the "CelcomDigi Fibre plan"). CelcomDigi reserve the right to change the CelcomDigi Fibre Plan from time to time as CelcomDigi deem fit.

1.2. Fibre Internet Service:

- 1.2.1. The Fibre Internet Service comprises the following equipment ("CelcomDigi's Equipment"):

- (a) A Broadband Termination Unit ("BTU");
- (b) A Wi-Fi Router ("CPE"), if required by you;

If your home is an apartment, the Access Line is from the MDF Room to the BTU in your apartment or if your home is a landed property, the Access Line is from the nearest fibre junction box to the BTU in your home. All of the above components will be installed according to our Standard Installation as set out below.

1.3. Fibre Internet Service Availability:

- 1.3.1. The Fibre Internet Service is only available in areas where CelcomDigi has such fibre internet coverage ("Designated Area"). This may be looked up at the CelcomDigi Fibre Plan on the CelcomDigi's website <https://www.celcomdigi.com/fibre>

Upon submission of your completed application, you will receive a Whatsapp from CelcomDigi within approximately three (3) business days from your application submission date, to inform you to engage for verification and proceeding with your application. The

provision of the Fibre Internet Service is at Celcom's and Digi's sole discretion.

1.4. Fibre Internet Service Eligibility:

1.4.1. You are ineligible for the Fibre Internet Service if:

- (a) you have any outstanding payments with Celcom and/or Digi for any other telecommunications service which you subscribed with Celcom and/or Digi; or
- (b) you are blacklisted by any other fixed and / or mobile telecommunications providers.
- (c) you fail the credit worthiness check. In this regard, you hereby consent and allow Celcom and/or Digi to attend to any credit check on you; and / or
- (d) CelcomDigi are of the reasonable opinion that you will use the Fibre Internet Service for any illegal activities.

1.5. The provision of the Fibre Internet Service is contingent on your address (the "Premises") being within the Designated Area and having an available port. For the avoidance of doubt, if the Premises is within the Designated Area but there are other issues arising (including but not limited to unavailability of fibre port(s)), CelcomDigi reserve the rights to provide you alternative internet service as an interim measure. In such cases, CelcomDigi shall not be held liable for any inability to provide assistance, or the outcome of any assistance rendered.

2. **CelcomDigi Fibre Plan**

2.1. CelcomDigi currently offer five (5) different CelcomDigi Fibre Plans namely:

- i. CelcomDigi Fibre 100Mbps,
- ii. CelcomDigi Fibre 300Mbps,
- iii. CelcomDigi Fibre 500Mbps,
- iv. CelcomDigi Fibre 1Gbps,
- v. CelcomDigi Fibre 2Gbps

**Note: 50Mbps & 800Mbps fibre Plan is discontinued*

You understand that the Fibre Internet Service experience provided is on a best effort basis and is subject to device compatibility and location.

2.2. The CelcomDigi Fibre Plan is governed by these respective terms and does not take precedence over each other:

- (a) Celcom's Privacy Statement and Fair Usage Policy;
- (b) Digi's Privacy Notice; and
- (c) any other relevant policies that are related to the Fibre Internet Service as may be published on Celcom's and Digi's website from time to time (collectively referred to as the "Terms"). By subscribing to any of the CelcomDigi Fibre Plan, you are deemed to have read and accepted all the Terms.

3. **Fibre Internet Service Rules**

- 3.1. You must be aged eighteen (18) years and above to subscribe for a CelcomDigi Fibre Plan. By subscribing to the CelcomDigi Fibre Plan, you represent and confirm that you are eighteen (18) years and above, and of sound mind. If you are a company incorporated under the laws of Malaysia and are acquiring this Fibre Internet Service for a director and/or employee only, then these terms are applicable to you. The continued use of the Fibre Internet Service by the end-user director or employee is deemed to be that end-user's acceptance of the terms in these Terms and Conditions.
- 3.2. You shall ensure and undertake that all information (and documents) submitted to CelcomDigi for the purpose of subscribing to the CelcomDigi Fibre Plan are accurate, true, current and complete and undertakes to inform CelcomDigi of any updates of such information if there are any changes thereafter.
- 3.3. You are required to submit the following documents to CelcomDigi for verification purpose during application, registration and / or installation processes:
 - (a) MyKad (Malaysians) or MyKAS/MyPR (permanent resident); or
 - (b) Passport with at least a minimum of twenty-four (24) months validity.
- 3.4. You undertake that any information submitted and / or representation made is correct and legitimate. CelcomDigi reserve the right to rely on the

information submitted and / or representation in order to proceed with the subscription application. CelcomDigi reserve the right to make further enquiry due to any uncertainty of the information submitted and / or representation made by you or your authorized representative. You hereby represent that any documentation presented for the purpose of online subscription is true, accurate, current, and complete and shall be kept in CelcomDigi record and is admissible in any court of law and conclusive documents.

- 3.5. Right to use the Fibre Internet Service: The Fibre Internet Service is made available to you for you and your household's own use only. You should not use the Fibre Internet Service for any commercial gain. You are responsible for how the Fibre Internet Service and CelcomDigi's Equipment are used. Your use of the Fibre Internet Service shall at all times be in accordance with the applicable law and these Terms and Conditions.
- 3.6. Transfer of ownership: Transfer of ownership for CelcomDigi Fibre Plan is not allowed.
- 3.7. Relocation of Fibre Internet Service:
 - 3.7.1. Relocation requests for customers who are:
 - Longer than 6 months - Allowed. The new 24-month contract will apply.
 - Less than 6 months - Will incur a penalty and a new 24-month contract will apply.
 - 3.7.2. Your Fibre Internet Service must be active for more than 6 months period. Your relocation request will be rejected, or penalty will kick in if proceed.
 - 3.7.3. Relocation of the Fibre Internet Service to a different home address is subject to Celcom's and Digi's area of fibre coverage. A new 24-month contract will be applicable upon successful relocation.
 - 3.7.4. CelcomDigi may terminate the Fibre Internet Service with notice to you if the Fibre Internet Service cannot be provided and/or is not available at your relocated Premises, and you may be required to pay the early termination charge as stated in the service terms.
 - 3.7.5. If your new address is not in CelcomDigi's fiber coverage, you will be offered 5G Home WiFi as an alternative until a fiber port is provided.
 - 3.7.6. You must bring over the CelcomDigi's Equipment (including accessories for equipment connected to the Fibre Wall Socket of your Premise) to your new Premise in order to continue the Fibre

Internet Service. CelcomDigi will not be responsible for any damage to the equipment during the relocation process.

- 3.7.7. Every relocation request will be subject to a RM200 Service Relocation Fee.

3.8. Internet Access: CelcomDigi have no control over what content, information, service or websites that you may access using the Fibre Internet Service, and accordingly CelcomDigi are not responsible for any damage or loss that you may suffer as a result of doing so. Your access to the websites is at YOUR OWN RISK. However if your laptops, personal computers, smartphones or other access devices, become infected with malicious software which enables a third party to use those devices to launch a distributed denial of service attack or other forms of cyberattacks using the Fibre Internet Service, and such an attack compromises or affects CelcomDigi network, CelcomDigi shall immediately suspend your Fibre Internet Service until CelcomDigi can determine the root cause, and if it is due to the fact that you did not take reasonable precautions to mitigate against such possibilities (by installing current and updated anti-virus software) you are liable to compensate CelcomDigi for any costs and / or expenses incurred.

3.9. Prohibited Use. You shall not:

- 3.9.1. use the Fibre Internet Service for any unlawful purpose including without limitation for any criminal purposes;
- 3.9.2. use the Fibre Internet Service to send any unsolicited messages or any messages which are obscene, threatening or offensive on moral, religious, racial, or political grounds to any persons;
- 3.9.3. compromise or infect any systems with computer viruses or otherwise;
- 3.9.4. infringe any intellectual property rights of CelcomDigi or any third party;
- 3.9.5. resell or sublet the Fibre Internet Service to any third parties without prior written consent from CelcomDigi; and
- 3.9.6. use the Fibre Internet Service in any manner, which in Celcom's and Digi's opinion may adversely affect the use of the Fibre Internet Service by other customers or efficiency or security as a whole.

3.10. CelcomDigi's Equipment. You shall:

- 3.10.1. Take appropriate measures to safeguard CelcomDigi's Equipment;
- 3.10.2. Properly maintain and keep CelcomDigi's Equipment at a safe place;
- 3.10.3. Adhere to all CelcomDigi's instruction from time to time in relation to the use of the CelcomDigi's Equipment;
- 3.10.4. Be responsible for all costs of repairs incurred in relation to CelcomDigi's Equipment if it is proven that any fault in such CelcomDigi's Equipment whether by act or omission is caused by you;
- 3.10.5. Not hold CelcomDigi liable if your equipment and / or other devices is damaged due to, including but not limited to fire, flood or lightning strike whilst using CelcomDigi's Equipment;
- 3.10.6. Not hold CelcomDigi liable or responsible if CelcomDigi are unable to replace or change the CelcomDigi's Equipment to a similar model or type as the existing CelcomDigi's Equipment. CelcomDigi reserve the right to replace the CelcomDigi's Equipment to any model or type available during such period at CelcomDigi's discretion.

4. Change of Fibre Plan

- 4.1. You are allowed at no additional charge to:
 - (a) upgrade your Digi Fibre Plan or Celcom Home Fibre Plan to CelcomDigi Fibre Plan; or
 - (b) upgrade your CelcomDigi Fibre Plan to any higher speed plans.
Upon successful upgrade, your monthly bill will be prorated based on the usage of the previous plan and current plan.
- 4.2. If you downgrade your CelcomDigi Fibre Plan, your contract will be refreshed to a new 24-month contract. Once you change your plan, you will no longer enjoy any remaining free months offer rebate.
- 4.3. You are prohibited from downgrading if you are:
 - (a) Downgrading from a plan with premium WiFi 6 router to a lower fibre plan.

5. Faulty WiFi 6 Router Replacement

- 5.1. Replacement of a faulty WiFi 6 router is permitted under the following conditions, provided the fault is not due to customer negligence.:
- (a) If you are still within your contract period, you are eligible for a free router replacement.
 - (b) If your contract has ended, you can either:
 - i. Recontract for 12 months to get a free replacement, or
 - ii. Purchase a new router for RM300 without any contract.

6. Third-Party Mesh System Compatibility

- 6.1. The CelcomDigi TP-Link router is compatible with EasyMesh technology and may be used in conjunction with other TP-Link routers that also support EasyMesh such as models from the Archer series, to form a unified mesh network.
- 6.2. TP-Link Deco series routers operate on a different mesh protocol and are not compatible with the CelcomDigi TP-Link router.

7. Installation of Fibre Internet Service

- 7.1. Installation Appointments: Your appointments will be confirmed during application processing. A Whatsapp reminder will be sent a day before and on the day of installation to notify you about your Fibre Installation.
- 7.2. Rescheduling: If you are unable to attend on the Installation Date or require a change to the Installation Date, you must inform CelcomDigi before the Installation Date to reschedule the installation works. Should you fail to do so, or CelcomDigi attend to your home on the original, agreed appointed Installation Date to install CelcomDigi's Equipment and you are not available at the Premises, the Installation Date shall be deemed as cancelled and any rescheduling of a new installation date will be subject to a rescheduling charge of RM200. Any rescheduled installation must be completed within twenty-one (21) days from the initial Installation Date, failing which the application is deemed terminated and you will be charged actual costs incurred by CelcomDigi accordingly. In any event, CelcomDigi shall not be liable for any further delays due to your deferment.
- 7.3. Cancellation prior to fixing an installation date: At the time CelcomDigi contact you to fix an installation appointment, you may cancel the Fibre

Internet Service and in such a case, CelcomDigi will not provision the Fibre Internet Service and there is no service termination fee payable by you. Should you cancel the Fibre Internet Service after CelcomDigi have fixed the installation date, such cancellation shall be subject to a cancellation charge of RM200.

- 7.4. Access to Home: By agreeing to subscribe to the Fibre Internet Service, you hereby consent that CelcomDigi and/or authorized agents are authorized / allowed to access to your Premises, on the Installation Date (and / or any rescheduled Installation Date, as the case may be), to install and place CelcomDigi's Equipment at your Premises, for the Fibre Internet Service to be activated.

8. Installation

- 8.1. Standard Installations: The installation at your home that CelcomDigi perform is Standard Installation. Should you require any non-standard installation (including but not limited to over the ceiling, underground ducts, concealed wiring and etc.), you may request CelcomDigi installer, or another party appointed by you, to do the same, and you would be liable for the charges that the installer levies on you for the non-standard installation, and CelcomDigi are not responsible for any defects and/or damage caused or contributed by CelcomDigi installer in undertaking the non-standard installation requested by you.
- 8.2. Standard Installation includes the following elements: Up to 100 meters fibre cable connection from the nearest Distribution Point ("DP") to the BTU and up to 2m of RJ45 cable from the BTU to the CPE. Should you require additional length of cable, you will have to bear any extra charges following the rates of RM 50 for every 5m of fibre cable. This one-time extra charge will be charged to your Fibre Bill.
- 8.3. Standard Installation does not include any of the following: trenching work, non-direct cable routing, underground, concealed or over-roof cabling. Such work and its associated charges will be negotiated directly between you and the installer and will be completed at your expense. CelcomDigi will not be held responsible for the quality or completeness of such work.
- 8.4. The installation takes time to complete, and you must be present during installation or designate a person aged eighteen (18) or above to be present on your behalf (the "Designated Person"), failing which CelcomDigi installer is not obliged to proceed with the installation and in such case you will be liable for a cancellation charge of RM200, or if our installer does then you will be deemed to have agreed to all risks associated and release

CelcomDigi from any claims arising thereto. If a Designated Person is present on the Installation Date, you hereby agree and authorize the Designated Person to sign the service acceptance form ("SAF") on your behalf. You hereby agree that you shall be fully responsible and liable for any act or decision or confirmation made by your Designated Person.

9. Service Acceptance Test (SAT)

- 9.1. We will perform a simple SAT upon completion of the installation of CelcomDigi's Equipment to determine that the Fibre Internet Service is available. The SAT includes amongst others configuration, testing and verifying that the internet service is accessible whether using your access device (such as a personal computer or laptop or Wi-Fi enabled mobile device) or CelcomDigi access device. CelcomDigi or authorized installer may request that you attempt to access the internet service using your access device once the Fibre Internet Service is provisioned.
- 9.2. The Fibre Internet Service is deemed to commence upon completion of the SAT and invoicing shall commence on the same day as the SAT. You are required to acknowledge the completion of the SAT, failing which CelcomDigi shall deem that the SAT is completed, accepted and is successful.

10. Initial Service Terms

- 10.1. Initial Service Term: The CelcomDigi Fibre Plan commences on the completion of SAT or such other date as stated in the Service Acceptance Form (SAF) or as approved by CelcomDigi in writing and is for a minimum period of twenty-four (24) months ("Initial Service Term"). Upon the expiry of the Initial Service Term, the Internet Service shall be automatically renewed on a monthly basis. The renewal shall be on the same terms and conditions as set out in these Terms and Conditions as may be updated by CelcomDigi from time to time. The Service Acceptance Form shall form part of these Terms & Conditions.
- 10.2. Termination: If you terminate the CelcomDigi Fibre Plan for whatsoever reason prior to the expiry of the Initial Service Term, you shall be liable to pay a service termination fee Minimum of RM500 or the amount of remaining month multiply by the monthly charge, whichever is higher.
- 10.3. Upon termination of the Fibre Internet Service, you are not required to return your CelcomDigi's Equipment.

11. Service Limitations, Interruptions, Suspension & Discontinuation

- 11.1. **Quality of Service:** CelcomDigi aim to provide a continuous, high-quality service using reasonable care and skill. CelcomDigi provision of the Fibre Internet Service is nevertheless on a best-effort basis. Due to the nature of the Fibre Internet Service and the equipment CelcomDigi use to provide the Fibre Internet Service, CelcomDigi cannot guarantee that the Fibre Internet Service is available all the time. You may experience service disruptions from time to time. CelcomDigi reserve the right to manage your speed should you exceed the stipulated data volume quota (if any are imposed by CelcomDigi from time to time) or violate any terms and conditions regarding the usage of the Fibre Internet Service.
- 11.2. **Service Limitations:** As there are limitations on the usage of Wi-Fi due to physical obstructions within your home, such as walls, other frequency emitting devices, that may degrade the quality of the Wi-Fi signal or affect its strength. As such CelcomDigi are not responsible for any degradation of the Fibre Internet Service due to such factors or to take measures to rectify such degradation.
- 11.3. Occasionally CelcomDigi might have to interrupt, change or temporarily suspend some or all of the Fibre Internet Service, due to maintenance, upgrading or repairing of CelcomDigi network or of third-party networks that CelcomDigi are interconnected to for the provision of the Fibre Internet Service. If this happens, CelcomDigi will try to get the network up and running again as quickly as possible. If there are faults in CelcomDigi network affect the Fibre Internet Service, CelcomDigi shall endeavor to fix it as soon as possible, but CelcomDigi shall not be liable to you for such interruption or factors that affect the Fibre Internet Service.
- 11.4. **Service Management Boundary:** CelcomDigi will provide and manage the Fibre Internet Service up to the BTU including the provisioning, maintenance, and management of all elements up to the BTU located within your home ("Service Management Boundary"). CelcomDigi will have no responsibility for the Fibre Internet Service beyond the Service Management Boundary.
- 11.5. You will be responsible for the Fibre Internet Service from your side of the Service Management Boundary, which is from the Service Equipment, and further acknowledges that (a) Wi-Fi signal strength will be impacted or affected by concrete and brick walls or other frequency producing devices that may affect, impair or interrupt the Fibre Internet Service and (b) you end-user access devices (including laptops, smartphones etc.) may

affect the Fibre Internet Service, such end-user's Fibre Internet Service experience and/or interference with the radio frequency of the Wi-Fi signals, and for which CelcomDigi are not responsible.

11.6. CelcomDigi reserve the rights at any time, without prior notice and without being liable to you or any third party, to interrupt, bar, suspend, restrict the Fibre Internet Service for such time as CelcomDigi see fit or terminate, discontinue, or disconnect the Fibre Internet Service if:

- 11.6.1. it shows excessive usage or placed an unusual burden on CelcomDigi network;
- 11.6.2. it is for unlawful or fraudulent activities or for suspected unlawful or fraudulent activities;
- 11.6.3. it is not in accordance with Fair Usage Policy;
- 11.6.4. it is for commercial / non-personal purposes;
- 11.6.5. the monthly Charges is not paid promptly in accordance with the billing due date;
- 11.6.6. it is disrupted due to technical issues; or
- 11.6.7. it is subject to a request from lawful authorities to suspend or terminate your connection.

11.7. CelcomDigi reserve the rights at any time, without being liable to you or any third party, to discontinue the Fibre Internet Service. In such an event, CelcomDigi will offer you a comparable service from CelcomDigi product range (for example, Mobile Broadband) at an equivalent price, or the current market rate, whichever is lower.

Products, Defects & Warranty

11.8. CelcomDigi's equipment is covered under warranty throughout your contract period.

If any CelcomDigi equipment becomes defective during this time, we will replace the router at no cost, provided that the damage is not due to misuse or failure to follow CelcomDigi's or the manufacturer's instructions, and is determined to be a fault on our part.

11.9. If the BTU malfunction due to your household's negligence, carelessness, or failure to adhere to CelcomDigi's instructions, CelcomDigi may offer to replace the BTU at a charge of RM500. You will continue to be bound by the contract terms even if you do not opt to receive a Replacement BTU.

11.10. If the CPE is defective or is damaged (NOT due to your or your household's negligence, carelessness or failure to adhere to CelcomDigi or manufacturer's instructions) and such defect or damage occurs within your

contract period, then CelcomDigi shall repair or replace the CPE at no charge to you.

- 11.11. If the CPE is defective due to your or your household's negligence, carelessness or failure to adhere to CelcomDigi or manufacturer's instructions, CelcomDigi may charge a repair / replacement fee of RM300. You shall be charged a Fee of RM200 if a field Engineer is sent over to your residence and the conclusion is that the disruption in quality of service is caused by factors that are beyond CelcomDigi control.

12. Charges, Fees, Billing & Payment

- 12.1. The monthly recurring charges and / or any applicable charges and rates table for the Fibre Internet Service is as set out on the CelcomDigi Fibre page (the "Charges").
- 12.2. RM300 deposit will be charged in the CelcomDigi Fibre bill for non-Malaysians.
- 12.3. RM10 one-time processing fee will be charged in the first CelcomDigi Fibre bill.
- 12.4. Recurring Charges: The Fibre Internet Service has a fixed monthly recurring Charges, the amount shall correspond with the CelcomDigi Fibre Plan that you have selected.
- 12.5. You shall be responsible for the usage and payment of the Charges:
- a) including but not limited to the payment of all the Charges and any other related charges due to CelcomDigi pursuant to these Terms and Conditions in a timely manner, even if you have exceeded the Credit Limit regardless of whether the usage of the Fibre Internet Service is authorized by you;
 - b) regardless of whether you have received your bill or where there is a delay in the receipt of your bill;
 - c) incurred under a period of suspension, interruption, or loss of Fibre Internet Service due to your request or resulting from your default including but not limited to any disconnection or reconnection charges imposed by CelcomDigi; and
 - d) including the processing fee or any service tax imposed on the Charges.
- 12.6. CelcomDigi may introduce other mode of billing from time to time by giving you prior notice.

- 12.7. You must pay CelcomDigi on or before the date specified in your respective bill ("Due Date") without the need for any further notice. You may make such payment at any CelcomDigi service centers, call centers, branches, payment kiosks, agencies, or through collection agents duly authorized by CelcomDigi.
- 12.8. Subject to Clause 11.6 above, if any fees or charges remain unpaid after the Due Date, CelcomDigi may charge interest at the rate of 1.5% per month ("Late Payment Interest") on such overdue amount. CelcomDigi at its sole discretion may waive or revise any Late Payment Interest or charges.
- 12.9. Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- 12.10. In the absence of fraud or manifest error, CelcomDigi may rely on each bill as conclusive evidence against you of the accuracy, completeness, and truth of all matters stated in it unless you dispute the bill in the manner stated below.
- 12.11. You are responsible for paying all charges without any counterclaim, deduction, off set or withholding. All payments shall be applied first to bills in arrears, including interest and penalties, the balance, if any, to be applied to the current bill.
- 12.12. CelcomDigi reserve the right to suspend or disconnect the Fibre Internet Service if any bill or part thereof remains unpaid after the Due Date in the manner prescribed in Clause 11.12 below. CelcomDigi shall not be liable to you in any way for the suspension.
- 12.13. Subject to Clause 11.11 above, CelcomDigi may at its sole and absolute discretion suspend or terminate your Fibre Internet Service if any bill or part thereof remains unpaid after the Due Date irrespective of whether you have received the bill.
- 12.14. Subject to Clause 11.11 above:
 - a) Celcom shall not be liable to you in any way for such suspension;
 - b) a reconnection fee of RM10 or such other amount at Celcom's or Digi's discretion may be imposed on you for reconnection of the

Fibre Internet Service due to suspension upon the expiry of the suspension; and

- c) in the event of termination and you wish to continue to use the Fibre Internet Service, you shall be required to re-register for the Fibre Internet Service in accordance with these Terms and Conditions.

- 12.15. Any dispute regarding billing must be communicated to CelcomDigi in writing or by contacting CelcomDigi within one (1) month from the date of the bill, failing which the bill is deemed to be accurate. An administrative charge may be imposed for disputes raised by you after the Due Date. If there is a dispute regarding the amount in the bill, you shall promptly pay any outstanding amount which is not in dispute. If you have paid your bill on the Due Date and subsequently choose to dispute the charges, you have six (6) months to do so from the date of such payment.
- 12.16. CelcomDigi shall be entitled at its sole discretion to vary the amount of deposit, fees, and any other charges for the Fibre Internet Service or part thereof and to change the billing cycle, without the need to inform you.
- 12.17. If you have more than one (1) account with CelcomDigi, CelcomDigi reserves the right to transfer any credit or debit balance under one account to another account without notice to you.
- 12.18. In the event your CelcomDigi Fibre Plan is suspended due to non-payment of the monthly recurring Charges, CelcomDigi will re-activate your Fibre Internet Service within 24 hours after you have paid all the outstanding monthly recurring Charges. Such re-activation shall be performed during normal business hours.
- 12.19. Auto Billing
 - a) If you sign up for payment via auto-billing, you shall be responsible to inform CelcomDigi immediately if your credit or charge card is lost, stolen, expired or terminated or if you want to terminate Auto Billing. There is no Auto Billing rebate for CelcomDigi Fibre Plan.
 - b) In the event that CelcomDigi fails to make the deduction or settlement of your bill through Celcom's or Digi's processing bank, CelcomDigi shall not be held liable to you in any way for such failure

and you must make the payment for outstanding amounts before the Due Date or before your billing cycle date.

- c) By registering for the Auto Billing, you authorize CelcomDigi to verify the information provided by you with the credit card issuer or any third party as may be necessary including but not limited to forwarding your bills and other details to the card issuer, financial institution, and other relevant parties for and in connection with the Auto Billing.

12.20. Credit Limit.

- a) You shall ensure that your usage of the Fibre Internet Service does not exceed the Credit Limit if any, as specified by CelcomDigi. Notwithstanding the foregoing, you shall make full settlement of the sum due in the bill irrespective of whether your usage of the Fibre Internet Service has exceeded the Credit Limit. Credit Limit means the limit on monthly charges as may be imposed by CelcomDigi at its sole and absolute discretion from time to time.
- b) CelcomDigi may, but shall not be obliged to, apply a Credit Limit for all charges incurred under your account and any of your supplementary lines, including those yet to be billed and any amounts in dispute. CelcomDigi reserves the right to revise the Credit Limit from time to time at Celcom's or Digi's sole discretion.
- c) CelcomDigi may, where applicable, give you a notice or a message or to your e-mail notifying you if your charges in your account exceed the Credit Limit; and such notice is deemed to be received by you when CelcomDigi issue the notice or message or email to you.
- d) CelcomDigi are not obliged to ensure barring of the Fibre Internet Service which may occur in the event that your usage of the Fibre Internet Service exceeds the Credit Limit.

13. Matters Beyond Celcom's and Digi's Control

- 1) Without limiting the generality of any provision in these Terms and Conditions, CelcomDigi shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of

terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom CelcomDigi has no control over or any cause outside Celcom's and Digi's reasonable control.

- 2) Notwithstanding Clause 12.(1) above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to CelcomDigi in accordance with these Terms and Conditions.
- 3) The Fibre Internet Service may occasionally be affected by the interference caused by objects beyond Celcom's and Digi's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Celcom's or Digi's system or telecommunication systems. In the event of such interference, CelcomDigi shall not be responsible for any inability to use or access the Fibre Internet Service, interruption or disruption of the Fibre Internet Service.

14. **Severability and Effect of these Terms and Conditions**

If any of the provisions of these Terms and Conditions should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

15. **Governing Law**

- a) These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia and parties agree to submit to the exclusive jurisdiction of Malaysian courts.
- b) Subject to Clause 14 (a) above, these Terms and Conditions is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.

16. **Notices**

- a) Any notice, correspondence and/or other documents to be given by CelcomDigi to you shall be in writing and sent to you at the address on the Registration Form or to your last known contact details, as the case may be.

- b) Any notice, correspondence, and/or other documents to be given by you to CelcomDigi must be in writing and sent to the following address:

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)]
No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor Darul Ehsan or
such address as notified in writing by CelcomDigi to you.

- c) Any notice, correspondence, and/or other documents given by CelcomDigi to you pursuant to this clause shall be deemed to have been served if:
- i. sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
 - ii. sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
 - iii. hand delivered, upon delivery;
 - iv. sent by facsimile, upon successful completion of transmission as evidenced by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or
 - v. sent by email, on the day on which the notice was first received by you in your electronic mailbox.

17. **Assignment**

You shall not assign or novate any or part of your rights or obligations under these Terms and Conditions to any party, without Celcom's and Digi's prior written consent.

CelcomDigi may assign or novate all or part of these Terms and Conditions to any third party by notice to you without your prior consent.

18. **Indulgence and Waiver**

Any failure by CelcomDigi to enforce any terms herein or any forbearance, delay or indulgence granted by CelcomDigi to you will not be construed as a waiver of Celcom's and Digi's rights provided under these Terms and Conditions.

19. Suspension and Termination

- a) You may at any time terminate the CelcomDigi Fibre Plan by giving Celcom and/or Digi prior written notice.
- b) CelcomDigi shall be entitled at its absolute discretion to immediately suspend/terminate the Fibre Internet Service/CelcomDigi Fibre Plan, without liability, at any time, without any notice and may not be required to give any reason whatsoever, including but not limited to the following reasons:
 - i. if any technical failure occurs in the Fibre Internet Service or Celcom's and Digi's System;
 - ii. while the Fibre Internet Service is being upgraded, modified or maintained;
 - iii. if you breach any of these Terms and Conditions;
 - iv. if you do anything which may in Celcom's and Digi's opinion, lead to, including but not limited to damage to the Fibre Internet Services and/or Celcom's and Digi's System or losses to CelcomDigi;
 - v. if CelcomDigi are required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority;
 - vi. if it is in Celcom's and Digi's opinion that the Fibre Internet Service or Celcom's and Digi's System is or may be used fraudulently, illegally or for unlawful purposes; or
 - vii. if any bankruptcy proceeding is initiated against you or you have been adjudicated a bankrupt.
- c) CelcomDigi will endeavor to resume the Fibre Internet Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 18 (a) and (b) above. You shall be liable for all applicable charges during the period of interruption, suspension or loss of the Fibre Internet Services or part thereof from any cause whatsoever.
- d) Termination shall be without prejudice to any existing rights and/or claims that CelcomDigi may have against you, and you shall continue to fulfill your obligations including payment of all outstanding charges including but not limited to legal charges prior to the date of termination.
- e) Subject to Clause 18 (d) above, any credit balance of RM10 and below shall not be refunded to you upon termination and shall be absorbed as

administrative fees for the Fibre Internet Service and/or any other services as may be provided to you by CelcomDigi.

- f) Upon suspension, CelcomDigi may at its absolute discretion reconnect the Fibre Internet Services, subject to your payment of the reconnection fee as prescribed by CelcomDigi, all outstanding amounts due to CelcomDigi and a refundable deposit as may be required by CelcomDigi for the reconnection of the Services.

20. Miscellaneous

- a) No rule of construction or interpretation shall apply to prejudice the interest of the party preparing these Terms and Conditions.
- b) In the event of a conflict or inconsistency between the Registration Form, the Terms and Conditions and the Addendums (if any), such inconsistency shall be resolved by giving precedence in the following order: Addendums (if any), the Terms and Conditions and the Registration Form.
- c) These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
- d) Those clauses which by their nature would survive the termination of these Terms and Conditions shall so survive.
- e) Time wherever referred to in these Terms and Conditions shall be of the essence.
- f) These Terms and Conditions shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.
- g) Any processing fee arising out of these Terms and Conditions shall be borne by you.

21. Change to these Terms of Service

You hereby accept that CelcomDigi may from time-to-time revise and / or modify these Terms and Conditions. In the event of such revision and / or modification, CelcomDigi shall communicate such revision and / or modification at CelcomDigi's

website <https://www.celcomdigi.com/fibre> You hereby agree that by continuing using the Fibre Internet Service after such notification on CelcomDigi's website is deemed as your acceptance and agreement to any revised and / or modified Terms and Conditions.

CelcomDigi Fibre - Rebate Terms and Conditions (T&Cs)

1. General

The Terms and Conditions of CelcomDigi Fibre Plans are made available at CelcomDigi's website <https://www.celcomdigi.com/fibre>. All terms and reference used herein shall be the same as the Terms and Conditions unless otherwise defined. Celcom and Digi reserve the rights without liability to vary, delete or add, including but not limited to any feature, eligibility criteria and offers for Postpaid and Fibre Bundle Rebate from time to time without prior notice to the Customer. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any).

1.1. The rebates provided below are for the Postpaid Customers to enjoy (subject to the Customers fulfilling the eligibility criteria under the terms herein) which are as follows: -

- RM 10 Monthly Rebate;
- Free 6 Months Rebate.

1.2. For the purposes of these terms and conditions, the following terms shall be defined as follows: -

“Eligible Plans” – means Digi, Celcom and CelcomDigi Postpaid Plan and CelcomDigi Fibre Plans that entitle to enjoy the rebate.

“Eligibility” – Conditions that must be met by Customer in order to enjoy the Rebate.

2. RM 10 Monthly Rebate (“Monthly Rebate”)

2.1. Eligibility

2.1.1 Customers on Postpaid Plan with commitment value of RM60 and above who signs up to CelcomDigi Fibre 100Mbps and above.

2.1.2 Customer shall have both the Postpaid Plan and Fibre Plan registered under same National Registration Identity Card (“**NRIC**”) or Passport Number (as the case may be).

- 2.1.3 Monthly Rebate is applicable only when the Fibre Plan is registered under and linked to an active Postpaid account.
 - 2.1.4 Up to 2 combined accounts (i.e. 1 Postpaid Plan and 1 Fibre Plan) per NRIC or Passport Number is entitled for the Monthly Rebate.
- 2.2. Granting Mechanics
 - 2.2.1 The Monthly Rebate may take up to 60 days to be reflected in Customer's Fibre bill. Customer shall be required to pay in full amount in their first and second month's bills.
 - 2.2.2 The Monthly Rebate is granted based on the Initial Service Term (i.e. 24 months) of Fibre Plan.
 - 2.2.3 In the event the Customer performs a change to non-eligible Postpaid Plan (i.e. commitment value less than RM60), the Monthly Rebate will be cancelled.
- 3. **Free 6 Months Rebate ("Free 6 Months")**
 - 3.1. Eligibility
 - 3.1.1 Customers on Postpaid Plan with commitment value of RM60 and above who signs up to CelcomDigi Fibre 100 Mbps and above.
 - 3.1.2 Customer shall have both the Postpaid Plan and Fibre Plan registered under same NRIC or Passport Number (as the case may be).
 - 3.1.3 Free 6 Months rebate is applicable only when the Fibre Plan is registered under and linked to an active Postpaid account.
 - 3.1.4 Up to 2 combined accounts (i.e. 1 Postpaid Plan and 1 Fibre Plan) per NRIC or Passport Number is entitled for the Free 6 Months.
 - 3.2. Granting Mechanics
 - 3.2.1 The Free 6 Months is a full rebate granted to the Customer for 6 months based on the subscribed Fibre Plan.
 - 3.2.2 The Free 6 Months may take up to 60 days to be reflected in Customer's Fibre bill. Customer shall be required to pay in full amount in their first and second month's bills.
 - 3.2.3 In the event Customer performs a change to non-eligible Postpaid Plan (i.e. commitment value less than RM60), the Free 6 Months will be cancelled.

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