

CelcomDigi PhoneCARE

CelcomDigi PhoneCARE is made available by CelcomDigi Mobile Sdn. Bhd. (*formerly known as Celcom Mobile Sdn. Bhd.*) ("**Celcom**") [Company Registration No. 197601002188 (27910-A)] and CelcomDigi Telecommunications Sdn. Bhd. (*formerly known as Digi Telecommunications Sdn. Bhd.*) ("**Digi**") [Company Registration No.: 199001009711 (201283-M)] (together "**CelcomDigi**") and is supported by its third party service provider, Asurion Mobile Services Sdn Bhd ("**Asurion**") subject to the Part A: PhoneCARE - General Terms and Conditions ("**General Terms and Conditions**") and Part B: PhoneCARE - Specific Terms and Conditions for Subscribers ("**Specific Terms and Conditions**") provided herein depending on Your subscriber status (collectively referred to as "**Terms and Conditions**"). In the event of any conflict or inconsistency between any provision of the General Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail over the General Terms and Conditions.

You acknowledge that You have read and fully understood these Terms and Conditions. Your use of PhoneCARE, upon the Start Date (as defined in clause 1 of the General Terms and Conditions), constitutes unconditional acceptance on Your part to be bound by these Terms and Conditions as may be amended from time to time. You must ensure that You and any person You allow or authorise to use PhoneCARE complies with these Terms and Conditions and You will be liable for any breach of the Terms and Conditions by You and/or that person.

PART A: PHONECARE – GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Acceptance Time means the time when the Contact Centre accepts Your Service Request.

Additional Fee means a fee equivalent to the difference between the applicable Swap Fee and the applicable Replacement Fee for a Device.

Agreement means the completed CelcomDigi Enrolment Form and these Terms and Conditions including any addendum and all subsequent amendments and variations to the Terms and Conditions and addendum.

Contact Centre means (i) the Online Portal (where made available); and (ii) the PhoneCARE call centre available at 1300 130133 during Operating Hours. Calls to the PhoneCARE call centre from Your CelcomDigi numbers are charged based on CelcomDigi standard rates. Calls from fixed lines and other mobile operators are charged at the service providers' standard rates.

Courier means a person appointed to deliver Like Mobile Devices in accordance with the Services.

Credit Card includes: (i) VISA and, MasterCard credit cards; (ii) VISA and MasterCard debit cards; and (iii) other card options offered by CelcomDigi from time to time.

Delivery Day means: (i) for all locations except Kedah, Kelantan and Terengganu, Monday to Saturday excluding public and state holidays; or (ii) for Kedah, Kelantan and Terengganu, Saturday to Thursday excluding public and state holidays.

Device means a mobile wireless device that: (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using voice, touch or a miniature keyboard. It does not include any Device Accessories.

Device Accessory means anything that is either: (i) provided by the original manufacturer in the box with a Device; or (ii) sold separately to be used in conjunction with a Device. It includes (i) batteries; (ii) SIM cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; and (ix) mounts.

Device Leasing means CelcomDigi's device leasing program under which CelcomDigi leases Devices to subscribers under two available programs; lease-to-use and lease-to-own.

Eligible Device means a Device with a valid IMEI that is: (i) supported for PhoneCARE and purchased by You, and is licensed for use, in Malaysia and must not be reported as lost or stolen; (ii) supplied to You by the OEM under a warranty claim; or (iii) provided to You by CelcomDigi under Device Leasing.

Fees means the fees set out in the "Fees" section in the Specific Terms and Conditions for each Service respectively and the Additional Fee, where applicable to each Service.

Hardware Modification means any modification made to a Device's hardware not undertaken or authorised by the OEM.

IMEI means the international mobile equipment identity number for a Device. If a Device does not have an IMEI, then all references to IMEI in these Terms and Conditions will be read as a reference to the serial number for that Device.

Ineligible ID means a NRIC for which the Services or services similar to the Services have previously been provided to and for which CelcomDigi has exercised its right to terminate the Services with respect to.

Klang Valley means Ampang, Bangsar, Bandar Baru Selayang, Bandar Sri Damansara, Bandar Utama, Bangi, Batu Caves, Bukit Damansara, Bukit Kiara, Cheras, Cyberjaya, Damansara Jaya, Damansara Town Centre, Damansara Utama, Gombak, Kajang Town Area, Kepong, Klang, Kota Damansara, Kuala Lumpur, Maluri, Miharja, Petaling Jaya, Port Klang, Puchong, Pudu, Putrajaya, Segambut, Setapak, Sentul, Sri Hartamas, Sri Petaling, Sungai Buloh, Shah Alam, Subang Jaya, Sungai Besi, Taman Melawati, Taman Tun Dr Ismail, USJ and Wangsa Maju.

Like Mobile Device means a Device, compared to the Registered Device, that: (i) may be new or refurbished; (ii) is of similar kind, quality and functionality (including memory); (iii) if it is refurbished, is refurbished by OEM authorized service providers; (iv) may be a different make, model or colour; (v) has a different IMEI; (vi) is provided in plain packaging marked "not for resale" rather than the original manufacturer packaging; and

(vii) does not include any Device Accessories. A reference to “Like-for-Like” mobile device in any marketing material is a reference to a Like Mobile Device. **Like Mobile Devices** means the plural of Like Mobile Device.

Major Cities means Johor Bahru, Melaka, Kuantan, Ipoh, Pulau Pinang, Butterworth, Seremban, Kota Bharu, Kuala Terengganu, Alor Setar, Kangar, Kota Kinabalu and Kuching.

Modification means Software Modification or Hardware Modification or both.

OEM means the original manufacturer of a Device.

Online Portal means a website dedicated to the Services, through which you can access certain services, information and assistance, at <https://phonecare.asurion.com/>.

Operating Day means the days of operation as set out on the Website unless otherwise specified by CelcomDigi.

Operating Hours means those hours of operation as set out on the Website on an Operating Day unless otherwise specified by CelcomDigi.

Other Areas means Sandakan, Tawau, Labuan, Lahad Datu, Bintulu, Miri, Sibul, Beaufort, Kudat, Keningau, Kota Marudu, Kota Belud, Lawas, Papar, Ranau, Sipitang, Semporna, Tambunan, Tenom, Bau, Betong, Kapit, Limbang, Lundu, Marudi, Mukah, Seri Aman, Serian, Seratok and all other areas not within definitions of Klang Valley and Major Cities.

PhoneCARE Providers means Asurion and its affiliates and service providers.

Proof of Lease means an original printed receipt for the lease of the Eligible Device under **Device Leasing** which cannot be a handwritten receipt.

Proof of Purchase means an original printed receipt for the purchase of the Eligible Device which cannot be a handwritten receipt.

Registered Device means an Eligible Device that CelcomDigi has registered with reference to its IMEI for one or more of the Services in accordance with these Terms and Conditions and reference to “Your Registered Device” is a reference to the Registered Device registered in your name.

Registration Form means the CelcomDigi registration form duly completed by You to subscribe to PhoneCARE, which has been accepted and approved by CelcomDigi.

Retail Store means a selected retail store in Malaysia owned or approved by CelcomDigi to sell the Services.

Start Date means the date on which Your Application to subscribe to the Service(s) is approved.

Service Request Fees means the Swap Fee, the Replacement Fee and the Additional Fee collected by Asurion from the subscribers.

Software Modification means modification made to a Device’s operating system not undertaken or authorised by the OEM and includes software modification known as ‘jail-breaking’ and ‘rooting’.

Tax means goods & services tax (GST), sales and service tax (SST), value added tax or any other duties, taxes, levies or similar charges charged in Malaysia, except withholding tax, at the prevailing rate at the time of the transaction.

Tier means the tier outlined for Your Eligible Device as advised in Your Agreement and the supported device list on the Website at the time of Your enrolment. For clarity, the Tiers are as follows:

Tier	Classification
Tier 1	Device recommended retail pricing (" RRP ") of RM 0 – RM 500
Tier 2	Device RRP of RM 501 – RM 1000
Tier 3	Device RRP of RM 1001 – RM 1500
Tier 4	Device RRP of RM 1501 – RM 3000
Tier 5	Device RRP of RM 3001 to RM 6000
Tier 6	Device RRP above RM 6000

(The Device RRP's above are inclusive of any applicable Tax)

Transfer Time means in the case of: (i) a Device Swap, the time the Delivered Device is delivered to You by the Courier; or (ii) a Device Replacement, the time Your Service Request is accepted by the Contact Centre in accordance with the Terms and Conditions.

Website means the website dedicated to the Services, through which You can access certain Services, information and assistance, which website can be accessed at <https://www.celcomdigi.com/devices/phone-care>

Working Day means save for the states of Kedah, Terengganu and Kelantan, Mondays to Fridays excluding public holidays and Sundays. In the states of Kedah, Terengganu and Kelantan, Saturdays to Wednesday and Thursday (half day), excluding public holidays and Fridays.

2 SERVICE SUMMARY

2.1 PhoneCARE allows You to request for either a:

- 2.1.1 Device Swap Service – this is a request for a Like Mobile Device in exchange for Your Registered Device, which must be returned upon delivery of the Like Mobile Device (a "**Device Swap**");
- 2.1.2 Device Swap & Replacement Service – this is a request for a Device Swap to exchange Your Registered Device with a Like Mobile Device; or a replacement for a Like Mobile Device without returning Your Registered Device which is no longer in Your possession (a "**Device Swap & Replacement**"),

(Device Swap and Device Swap & Replacement each being a "**Service**" and together the "**Services**").

3 PERIOD OF AGREEMENT

- 3.1 This Agreement shall be effective from the Start Date of the Service and shall continue to be in force until terminated in accordance with these Terms and Conditions.

4 PROGRAM

- 4.1 The following programs are available to You under the Services:
- 4.1.1 Device Swap Program; or
 - 4.1.2 Device Swap & Replacement Program,
- ("Device Swap Program" and "Device Swap & Replacement Program" together referred to as the "Program").
- 4.2 **Device Swap Program** – During Your period of subscription (the "Subscription Period"), You may request a Device Swap in accordance with these Terms and Conditions upon payment of the Swap Fee, as set out in the relevant Service Request Fee clauses in the relevant Specific Terms and Conditions, provided that Your Registered Device is in Your possession at the time of Your request and at the time of the delivery of the Like Mobile Device.
- 4.3 **Device Swap & Replacement Program** – During the Subscription Period, You may request: (i) a Device Swap in accordance with these Terms and Conditions upon payment of the Swap Fee, as set out in the relevant Service Request Fee clauses in the relevant Specific Terms and Conditions, provided that Your Registered Device is in Your possession at the time of Your request and at the time of the delivery of the Like Mobile Device; or (ii) a Device Replacement in accordance with these Terms and Conditions in the event the Registered Device is no longer in Your possession at the time of Your request and at the time of the delivery of the Like Mobile Device upon payment of the Replacement Fee as set out in the relevant Service Request Fee clauses in the relevant Specific Terms and Conditions.
- 4.4 **CelcomDigi's right** – CelcomDigi has the discretion to not offer all or any part of the Services or all or any part of the Program at all times.

5 Your responsibilities

- 5.1 You shall:
- 5.1.1 comply with all notice or instruction given by the PhoneCARE Providers from time to time in relation to the use of the Services and the SIM card;
 - 5.1.2 ensure that the Device used with the SIM card is: (i) lawfully owned by you; or (ii) provided for your use by CelcomDigi under **Device Leasing**;
 - 5.1.3 be responsible for all equipment and software necessary to use the Services and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Services;
 - 5.1.4 be responsible for all usage of and charges for the Services including but not limited to payment of all the Service charges and any other related charges due to the PhoneCARE Providers pursuant to these Terms and Conditions in a timely manner;

- 5.1.5 comply with all applicable laws of Malaysia relating to the Services, including without limitation subsidiary legislation, other acts, statutes, by-laws, rules and regulations issued by relevant government and regulatory agencies which may be amended from time to time;
 - 5.1.6 take all reasonable steps to prevent fraudulent, improper or illegal use of the Services;
 - 5.1.7 cease to utilise the Services or any part thereof for such period as may be required by the PhoneCARE Providers;
 - 5.1.8 report immediately to the PhoneCARE Providers upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Service; and
 - 5.1.9 indemnify and shall keep indemnified the PhoneCARE Providers from any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the content transmitted, received or stored via the Services or part thereof and for all other claims arising out of any act or omission of Your or any unauthorised use or exploitation of the Services or part thereof.
- 5.2 You shall not use the Services:
- 5.2.1 for any unlawful purposes including but not limited to fraudulent use of the Service; or
 - 5.2.2 use, permit or cause to be used the Services improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require CelcomDigi to take remedial action under any applicable industry code.

6 SUSPENSION OF YOUR MONTHLY MOBILE PLAN

If Your Mobile Plan subscribed under a Program is call barred or temporarily suspended by You or CelcomDigi, for whatever reason other than a lost SIM card (a "**Suspension**"), You shall not be entitled to make a Service Request while the Suspension is effective. For avoidance of doubt, the Monthly Fee shall remain chargeable during any period of Suspension.

7 CHANGE OF REGISTERED DEVICE

To be able to continuously use the particular Services subscribed for a particular Eligible Device, the Registered Device for the particular Services subscribed shall not change except for:

- 7.1 the change made following a Service Request for a Device Swap or a Device Replacement; or
- 7.2 the exchange of Your Registered Device allowed under a OEM's warranty scheme for a new Device which is identical to Your Registered Device. If You make a change pursuant to the OEM's warranty, You must inform the Contact Centre of such change and provide proof of the exchange where necessary in order to update

CelcomDigi's records with the IMEI of such new Device, from which time the new device will become the Registered Device

8 DATA PRIVACY

- 8.1 You acknowledge and agree that by submitting the Application, You are giving consent to the PhoneCARE Providers to processing, using, transferring, storing, or disclosing Your personal data ("**Personal Information**"), within and outside of Malaysia, in accordance with CelcomDigi's privacy notice as posted on CelcomDigi's website at [CelcomDigi Privacy Notice](#) ("**Privacy Notice**") and the Personal Data Protection Act 2010.
- 8.2 In addition, as a prerequisite to enrolling and using these Services, You consent to the PhoneCARE Providers utilizing Your information and personal data to generate aggregated and non-personally identifiable data and use, collect and process such data in accordance with the Personal Data Protection Act 2010 to the extent it applies to such data.
- 8.3 You are advised to read the Privacy Notice to understand Your rights with regards to Your Personal Information.
- 8.4 CelcomDigi remains the data user of Your Personal Information at all times and any enquiries in respect of the processing of Your Personal Information shall be made in accordance with the Privacy Notice.

9 DISCLAIMER

To the extent permitted by law:

- 9.1 The Service is provided on an "AS IS" basis without any representation or warranties of any kind whether express or implied.
- 9.2 The PhoneCARE Providers disclaim and exclude all warranties relating to the content, information, services relating to or in connection with the Services provided hereunder by the PhoneCARE Providers and/or its agents and/or service providers including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy.
- 9.3 You assume the entire risk as to the results and performance of the Services and related documentation.
- 9.4 To the maximum extent permitted by applicable law, in no event shall the PhoneCARE Providers be liable to You or anyone else for any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, loss of revenue or profits, injury or lost or damaged data or other commercial or economic loss whether in action of contract, negligence or other tortious action, arising out of or in connection with Your access, use of, or Your inability to access or use the Service or the performance or non-performance of the Services whether or not the PhoneCARE Providers were or should have been aware of the possibility that such damage or loss would occur. The aforesaid limitation and exclusion shall apply to the fullest extent permitted by law.

- 9.5 Notwithstanding the above, the PhoneCARE Providers' entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to You shall be limited to RM500 or the total of Your fees/charges in the three (3) months preceding the relevant event(s), whichever is lower.

10 NOTICES

- 10.1 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 provided to CelcomDigi at Your time of enrolment or to Your last known contact details, as the case may be.
- 10.2 Any notice, correspondence, and/or other documents to be given by You to CelcomDigi under this Agreement must be in writing and sent to the following address: Level 23A, Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52, 46200, Petaling Jaya, Selangor Darul Ehsan or such address as notified in writing by CelcomDigi to You.
- 10.3 Any notice, correspondence, and/or other documents given by CelcomDigi to You pursuant to this clause shall be deemed to have been served if:-
- 10.3.1 sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
 - 10.3.2 sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
 - 10.3.3 hand delivered, upon delivery;
 - 10.3.4 sent by facsimile, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or
 - 10.3.5 sent by electronic means including but not limited to short-messaging-system ("SMS") and email, as soon as it is sent by CelcomDigi (where it shall be deemed to have been received by the You at the time it was sent by CelcomDigi) unless there is an auto-return message specifying that the notice was not successfully delivered.

11 ASSIGNMENT

- 11.1 You shall not assign or novate any or part of Your rights or obligations under the Agreement to any party, without CelcomDigi's prior written consent.
- 11.2 CelcomDigi may assign or novate all or part of the Agreement to any third party by notice to You without Your prior consent.

12 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 waiver of CelcomDigi's rights provided under this Agreement.

13 GOVERNING LAW

The Agreement shall be governed and construed in accordance with the laws of Malaysia and parties agree to submit to the exclusive jurisdiction of Malaysian courts.

14 MISCELLANEOUS

- 14.1 The Services, these Terms and Conditions and the Fees are subject to change (and in the case of Services, withdrawal), termination, or suspension at any time. CelcomDigi will notify You of the changes through the Website and if You continue Your subscription to the Services after such changes are notified, You will be deemed to have agreed to those changes.
- 14.2 The Services in general and completion of Service Requests in particular may be subject to events beyond CelcomDigi's reasonable control. If such events occur, the Services and any pending Service Requests may be suspended by CelcomDigi until future notice.
- 14.3 If any provision or wording of the Agreement is found to be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and the Agreement will be construed to omit such invalid or unenforceable provision.
- 14.4 CelcomDigi may from time to time offer promotions relating to all or any of the Services. Any such promotions shall be governed by the terms and conditions applicable to such promotions as provided by CelcomDigi, and by these Terms and Conditions to the extent that the promotion's terms and conditions are silent. In the event of any conflicts between a promotion's terms and conditions and these Terms and Conditions, the promotion's terms and conditions shall prevail.
- 14.5 Asurion is a service provider to CelcomDigi and CelcomDigi does not in any way act as an agent of Asurion.
- 14.6 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.
- 14.7 In the event of a conflict or inconsistency between the Enrolment Form, the General Terms and Conditions, the Specific Terms and Conditions and the addendums (if any), such inconsistency shall be resolved by giving precedence in the following order: addendums (if any), the Specific Terms and Conditions, the General Terms and Conditions and the Enrolment Form.
- 14.8 The Agreement constitutes 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.
- 14.9 Those clauses which by their nature would survive the termination of the Agreement shall so survive.
- 14.10 Time wherever referred to in this Agreement shall be of the essence.
- 14.11 Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- 14.12 The Agreement shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.
- 14.13 Any stamp duty arising out of this Agreement shall be borne by You.

PART B: PHONECARE – SPECIFIC TERMS AND CONDITIONS FOR SUBSCRIBERS

This Part B of the Terms and Conditions shall only be applicable to You if You are a subscriber to PhoneCARE and shall be read together with Part A: PhoneCARE – General Terms and Conditions which is made available at <https://www.celcomdigi.com/devices/phone-care>.

By subscribing to this Service, in addition to these Terms and Conditions, You shall be subject to the Privacy Notice. In the event of any inconsistency between the provisions of these Terms and Conditions and the terms and conditions of the Privacy Notice, these Terms and Conditions will prevail.

15 DEFINITIONS

Authorised User means a person authorised at the time of enrolment or in any case prior to a Service Request per CelcomDigi's requirements and authorised to make Service Requests and accept/hand over Device deliveries.

You and its variations means the CelcomDigi Mobile Plan subscriber and, in the case of making a Service Request and/or receiving/returning delivered Devices also includes an Authorised User.

16 ENROLMENT

Application - To subscribe for the Services, You are required to apply in person in selected Retail Stores or via any other enrolment channel which shall be made available by CelcomDigi from time to time. You must choose Your preferred Program (as defined in clause 4.1 of the General Terms and Conditions) as part of Your application for enrolment ("**Application**"). You cannot change the Program once Your application for enrolment has been approved.

17 ELIGIBILITY

17.1 Eligibility to apply

17.1.1 To be eligible for the Services, You must:

- (a) be a subscriber of any CelcomDigi postpaid mobile service (Your "**Postpaid Mobile Plan**")
(Your "**Mobile Plan**");
- (b) as at the time of Application: have an Eligible Device (as defined in clause 1 of the General Terms and Conditions);
- (c) have a valid NRIC which is not an Ineligible ID and be a resident of Malaysia;
- (d) not be in default of any payment obligations in relation to Your Mobile Plan; and
- (e) agree to use the Eligible Device with Your Mobile Plan.

17.2 Time of application

You must make Your Application:

- 17.2.1 at the time You purchase Your Eligible Device;
- 17.2.2 at the time You are accepted for enrolment in **Device Leasing**; or
- 17.2.3 any time within 30 days from: (i) the date You purchase Your Eligible Device ("**Post Purchase Application**"); or (ii) the date You are accepted for enrolment in **Device Leasing** ("**Post Lease Application**").

17.3 Post Purchase Application

- 17.3.1 The following additional conditions shall apply if You wish to enrol as a Post Purchase Application (a "**Post Purchase Enrolment**"):
 - (a) Your Eligible Device must undergo physical verification or any other verification assessment tool required prior to or at point of enrolment; and
 - (b) You must present Your Proof of Purchase when requested by CelcomDigi
- 17.3.2 You will not be able to make a request for Device Swap or Device Replacement ("**Service Request**") within 14 days from the Start Date (as defined in clause 1 of the General Terms and Conditions).

17.4 Post Lease Application

- 17.4.1 The following additional conditions shall apply if You wish to enrol as a Post Lease Application (a "**Post Lease Enrolment**"):
 - (a) Your Eligible Device must undergo physical verification or any other verification assessment tool required prior to or at point of enrolment;
- 17.4.2 You must present Your Proof of Lease when requested by CelcomDigi
- 17.4.3 You will not be able to make a Service Request within 14 days from the Start Date.

17.5 Start Date

You will be enrolled for Your Program with respect to an Eligible Device from the Start Date.

17.6 Subscription requirements

- 17.6.1 You can only subscribe to the Program for up to one Eligible Device per Mobile Plan.
- 17.6.2 You may apply to register the Eligible Device for the Services each with a separate Agreement (and Mobile Plan) but You must pay the applicable Monthly Fee (as defined in clause 18.2 of this Specific Terms and Conditions for Subscribers) or Fixed Term Fees (as defined in clause **Error! Reference source not found.** of this Specific Terms and Conditions for Subscribers) for each Eligible Device.
- 17.6.3 Subject to the successful enrolment, the Monthly Fee or Fixed Term Fee (as applicable) shall not be refunded for any reason once paid.

17.7 Rejection of enrolment

CelcomDigi is entitled to reject Your Application if:

- 17.7.1 any of the criteria for eligibility to apply for the Services as set out in these Terms and Conditions are not met;
- 17.7.2 You have previously been rejected or terminated from the Services; or
- 17.7.3 for whatsoever reason at CelcomDigi's sole and absolute discretion.

18 FEES

18.1 All fees for Your Program are based on the applicable Tier for Your Eligible Device as set out below. The fees and the Tiers are determined by CelcomDigi from time to time. The Monthly Fee or Fixed Term Fee (together, "**Subscription Fees**") shall be applicable to You whether or not You made a Service Request. The Service Request Fee (as described below) is chargeable in addition to Your Monthly Fee or Fixed Term Fee and shall be chargeable to You at the time of Your Service Request.

18.2 Monthly Fee

18.2.1 If you choose to pay for the Program on a monthly basis or are on **Device Leasing** (a "**Monthly Fee Subscription**"), the following fee that corresponds with the Tier of Your Registered Device shall be chargeable based on Your selected Program as set out in the table below ("**Monthly Fee**").

Program	Tier 1 (RM per month)	Tier 2 (RM per month)	Tier 3 (RM per month)	Tier 4 (RM per month)	Tier 5 (RM per month)	Tier 6 (RM per month)
Device Swap	4.00	6.00	8.00	12.00	21.00	24.00
Device Swap and Replace	8.00	12.00	18.00	25.00	35.00	45.00

the Monthly Fees listed above are exclusive of any applicable Tax)

18.2.2 You must pay an upfront payment of the Monthly Fee for the first month upon enrolment.

18.2.3 If you are on a Postpaid Mobile Plan or on **Device Leasing**:

- (a) the duration of Your Program will be subject to Your existing Postpaid Mobile Plan subscription period unless earlier terminated at Your request or by CelcomDigi;
- (b) the Monthly Fee for the first and last months of Your subscription to Your Program will be prorated to the days of actual subscription; and
- (c) the Monthly Fee will be charged to your Postpaid Mobile Plan bills.

18.2.4 At the end of Your Subscription Period, You will:

- (a) automatically be enrolled on a monthly basis into the Program You initially selected;

- (b) be charged the Monthly Fee as set out in clause 4.2.1 above; and
- (c) have a Monthly Fee Subscription and, as applicable, clauses 4.2.3 and 4.2.2 above will apply.

18.3 Service Request Fee

18.3.1 **Service Request Fee** - For each Service Request for a Device Swap or Device Replacement permitted under these Specific Terms and Conditions for Subscribers You shall be required to either pay a Device Swap fee (a "**Swap Fee**") or a Device Replacement fee (a "**Replacement Fee**") (each, a "**Service Request Fee**") as set out in the table below.

18.3.2 The Swap Fee and the Replacement Fee for a Like Mobile Device varies depending on the Tier of Your Registered Device and the date of Your Service Request .

18.4 Swap Fees

Tier	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Like Mobile Devices	60.00	120.00	220.00	440.00	700.00	1000.00

Replacement Fees

Tier	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Like Mobile Devices	120.00	240.00	440.00	880.00	1400.00	2000.00

- 18.4.1 In the event that the Device claimed to be the Registered Device for the purpose of swapping is not the Registered Device at the time of delivery, You shall have to pay the Additional Fee (as defined in clause 1 of the General Terms and Conditions).
- 18.4.2 The Service Request Fees are payable directly to Asurion as the service provider of CelcomDigi.
- 18.4.3 The Service Request Fees will be payable to Asurion by: (i) Credit Card over the phone at the time of the Service Request; (ii) cash at the time of delivery; or (iii) or by any other means as decided and informed by CelcomDigi from time to time.
- 18.4.4 A refund of the Service Request Fees is not possible as from the Acceptance Time and Asurion, acting on behalf of CelcomDigi, may in its sole discretion allow a refund prior to the Acceptance Time which will be processed within 7 working days.
- 18.4.5 All fees set out throughout these Specific Terms and Conditions for Subscribers are exclusive of any applicable Tax unless otherwise specified. In the event of a change to the applicability or rate of Tax, CelcomDigi reserves its right to adjust the Fees and any prices accordingly and Asurion

will collect any applicable Tax in addition to the Fees set out above from You.

19 SERVICE REQUEST AND DELIVERY

19.1 Upon Your successful enrolment to the Services, You may make a Service Request: (i) via the Contact Centre; or (ii) by any other means that CelcomDigi may advise on the Website. You may not make a Service Request at a Retail Store. The Contact Centre will accept Service Requests during Operating Hours (as defined in clause 1 of the General Terms and Conditions) on an Operating Day (as defined in clause 1 of the General Terms and Conditions) and any Service Request received outside those times will be addressed during Operating Hours on the next Operating Day.

19.2 The Contact Centre will only accept Your Service Request if:

19.2.1 the IMEI number of the Registered Device, subscriber's name, mobile phone number and NRIC under which the account is active are correct and correspond with the information given to CelcomDigi by You;

19.2.2 Your Mobile Plan is active including that You are using the Registered Device with the telephone number associated with Your Mobile Plan, as determined by CelcomDigi;

19.2.3 You are on a Postpaid Mobile Plan, Your Postpaid Mobile Plan remains active and there are no outstanding CelcomDigi bills (other than Your current bill);

19.2.4 You are on a Postpaid Mobile Plan, there is not a "no call bar" active on Your Mobile Plan;

19.2.5 You provide or confirm any additional information requested by CelcomDigi;

19.2.6 You do not have another Service Request pending or unfulfilled, and You have at least one remaining Service Request within Your Limit (as defined in clause 19.2.12 of this Specific Terms and Conditions for Subscribers);

19.2.7 there is availability of stock for Like Mobile Devices;

19.2.8 You have not transferred, retailed, sold, or hired Your Registered Device to another person;

19.2.9 the Service Request is not for a Device Accessory; and

19.2.10 You are not using the Services in a manner which is, or is reasonably believed to be, (i) fraudulent, illegal or related to any criminal activity, or (ii) intended to make a commercial gain.

19.2.11 The Operating Day on which the Contact Centre accepts Your Service Request is the "**Acceptance Date**".

19.2.12 The number of Service Requests allowed during Your Subscription Period is subject to Your allowable limit per Registered Device ("**Limit**") as set out below:

	Program	Subscription period	Limit during the subscription period
Monthly Fee Subscription / Fixed Term Subscription	Device Swap Program	For Postpaid Mobile Plan, Subscription Period is based on the respective Mobile Plan subscribed at the time of Your Application as may be renewed.	Three Service Requests for a Device Swap in any 12 months rolling period*
	Device Swap and Replace Program		Three Service Requests in any 12 months rolling period*

* 12 months rolling period is computed as commencing from the Acceptance Date for the first successful Service Request for a Registered Device and expires on the date falling 12 months after the Acceptance Date of the first successful Service Request for that Registered Device. To illustrate:

	Service Request limits for each Registered Device
Service Request 1, 2 and 3	Anytime
Service Request 4	12 months after Acceptance Date of Service Request 1

19.2.13 When You make a Service Request, You are not required to establish that Your Registered Device is broken, lost, stolen, damaged or that any analogous event has occurred. CelcomDigi may: (i) ask You about the condition of Your Registered Device; (ii) ask You whether Your Registered Device is in Your possession; (iii) require confirmation of details You provide by a declaration; or (iv) ask any other question as may deem necessary prior to approval of the Service Request.

19.2.14 For a Device Swap, You must turn off any personal lock security feature (e.g. 'Find My iPhone') and Device pairing feature before returning Your Registered Device to the Courier (as defined in clause 1 of the General Terms and Conditions). If You fail to turn off the personal lock security or Device pairing feature CelcomDigi may: (i) cancel the Service Request for a Device Swap; or (ii) treat the Service Request for a Device Swap as a Service Request for a Device Replacement and You will be charged the Additional Fee.

19.2.15 If:

19.2.15.1 You are the owner of Your Registered Device, ownership of Your Registered Device together with all associated rights and benefits of any manufacturer's warranty shall be transferred to CelcomDigi, and

then Asurion, at the Transfer Time (as defined in clause 0 of the General Terms and Conditions); or

19.2.15.2 CelcomDigi has leased and provided the Registered Device to You under **Device Leasing**, then you agree and acknowledge that as between You and CelcomDigi, all associated rights and benefits of any manufacturer's warranty shall always vest in CelcomDigi, and then Asurion, at the Transfer Time, then as the owner of the previous Registered Device, CelcomDigi or its assignees (if any) may: (i) block the previous Registered Device from use on any networks; and (ii) take any other action consistent with ownership of the previous Registered Device that it deems necessary including informing relevant authorities to assist in recovery of the previous Registered Device. The transfer, retailing, sale, or hiring of the Registered Device involving a third party will result in termination of the Services or rejection of any Service Request.

19.2.16 **Like Mobile Device** – At the time of the Service Request, CelcomDigi will indicate to You the Device it will provide as a Like Mobile Device as a Swap or a Replacement.

19.2.16.1 In the event that You do not wish to accept the Like Mobile Device offered for any reason, CelcomDigi, in its sole discretion, may offer to You the option to wait for up to 30 days for a Device of identical specifications as the Registered Device to become available ("**Backorder**").

19.2.17 The Contact Centre will contact You before or upon the expiry of the Backorder to inform You as to the availability of a Like Mobile Device. Upon being contacted, You must:

19.2.17.1 accept the Like Mobile Device and then such Device will become Your Registered Device; or

19.2.17.2 decline the Like Mobile Device and then Your Service Request will be automatically cancelled by CelcomDigi.

19.2.17.3 You acknowledge that if You have been provided the Registered Device by CelcomDigi under **Device Leasing**, any Like Mobile Device provided to You thereunder will be a substitution of the existing Registered Device provided to You under **Device Leasing** as provided for under the terms of **Device Leasing**.

19.2.18 **Warranty** – You are entitled to a 12 months warranty for each Like Mobile Device against manufacturer malfunctions and defects that starts from the date of delivery of the first Like Mobile Device. You may make a warranty claim for a Like Mobile Device via the Contact Centre ("**Warranty Request**"). A Warranty Request will be handled in the same way as a Service Request except that a Warranty Request will not count towards Your Limit and the Service Request Fee will not be payable. Detailed physical checks will be performed on the Device and the

reported malfunction or defect must be present to process the Warranty Request.

19.2.19 Data left on Registered Device and data transfer – CelcomDigi requests that, if possible, You delete all of Your data from the Registered Device before making a Service Request. The PhoneCARE Providers (as defined in clause 1 of the General Terms and Conditions) are not responsible for data You left on the Registered Device nor for transfer of any data or information between the Registered Device and the Like Mobile Device. Such data left on the Registered Device or transfer of any data or information is done entirely at Your own risk. In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, You agree not to hold the PhoneCARE Providers responsible or liable for any such loss, delay or damage to You.

19.2.20 Delivery in Malaysia – (for walk-in collection see clause 19.2.21.14) The delivery will be via Courier on a Delivery Day (as defined in clause 1 of the General Terms and Conditions) to Your registered or billing address for Your Mobile Plan within the delivery times specified below and subject to: (i) acceptance of Your Service Request, including any additional verifications required by CelcomDigi; (ii) availability of stock for Like Mobile Devices; (iii) any extensions as may be required for force majeure events or otherwise events beyond the reasonable control of CelcomDigi; and (iv) delay to the delivery by the Courier. Deliveries to an address in Malaysia will be made at no charge to You except that any deliveries after two failed attempts will be subject to a surcharge to be paid by You in advance by credit card to Asurion, as CelcomDigi's service provider. CelcomDigi will not deliver a Like Mobile Device to a post office box, public transport station, shopping centre, car park or any other public place. The decision on whether to deliver to any location is in CelcomDigi's sole discretion.

19.2.21 Delivery Timings

Location	Service Request received	Completed time*
Klang Valley	Before 12pm	<3 hours
	After 12pm	<24 hours
Peninsular Cities	Before 12pm	<24 hours
	After 12pm	<48 hours
Peninsular Others	Before 12pm	<72 hours
	After 12pm	<72 hours
East Malaysia Cities	Before 12pm	<24 hours
	After 12pm	<48 hours
East Malaysia Others	Before 12pm	<72 hours
	After 12pm	<72 hours

* For delivery times that would otherwise fall on a day which is not a Delivery Day, then the delivery will occur on the next day which is a Delivery Day.

Note: On a best effort basis – Contact Centre to provide estimated delivery time which is calculated from the Acceptance Time. If You elect the option of a Backorder, then the delivery times set out above will not apply to Your Service Request until such time as a Backorder is accepted.

19.3 Self Collect

- a) If the Contact Centre offers to you the ability to self- collect a Like Mobile Device, self-collect available in selected locations offered to you and you must make an appointment via the Contact Centre; and
- b) You must complete the self-collection within the timing as specified by the Contact Centre otherwise your Service Request will be cancelled by CelcomDigi in its sole discretion and, if so, any Service Request Fee will be refunded.

- c) **Formalities**

In order to complete the delivery or self-collect:

- i. You will be requested to produce Your NRIC for verification that the NRIC corresponds with that provided at enrolment;
 - ii. in the case of a Swap, verify that the Device You are presenting is the same as the Registered Device (by comparing the make, model and IMEI of the Registered Device stated in Your enrolment form against that of the Device You present) and collect the Registered Device from You (the “**Original Registered Device**”);
 - iii. deliver or provide to You the Like Mobile Device (the “**Delivered Device**”) to You alone and no proxy will be accepted (unless CelcomDigi allows otherwise); and
 - iv. if necessary, collect the Service Request Fee from You.
- d) As soon as the Delivered Device is in Your possession, You acknowledge that:
 - i. the Delivered Device becomes Your Registered Device;
 - ii. the Delivered Device is sufficient consideration for You to transfer ownership of the Original Registered Device where You were the owner and You have relinquished all rights in the Original Registered Device; and
 - iii. if a Swap, CelcomDigi will not return the Original Registered Device to You.

In the case of a Device Replacement, CelcomDigi reserves the right to bar any SIM card used or associated with the Original Registered Device. If You received a SIM card with the Delivered Device, You must contact the Contact Centre to unbar Your Mobile Plan. If you are on **Device Leasing**, You further acknowledge that You are not the owner of the Delivered Device and it is provided to You subject to

Your **Device Leasing** agreement with CelcomDigi in accordance with the terms and conditions thereunder.

19.4 Incorrect Device – In the case of a Device Swap: (i) if the make, model or IMEI of the Device You present does not correspond to that of the Registered Device, then the Service Request will not be completed; or (ii) if CelcomDigi discovers that the Device You returned to its representative was not the Registered Device at the time the Service Request was completed, You must return the correct Registered Device within 7 days of the delivery of the Delivered Device at Your own cost. If You do not do so, CelcomDigi may charge You the Additional Fee.

19.5 No representation or warranty – CelcomDigi makes no representation or warranty that any Like Mobile Device will be identical, of the same colour or offer the same functionalities as Your Registered Device.

19.6 SIM

The charges of the new SIM card, if delivered to You, will be collected directly by CelcomDigi which shall be reflected in Your monthly bill (for postpaid customer) or deducted from Your credit balance (for prepaid customer).

19.7 Modified Devices.

In the case of a Device Swap, if CelcomDigi discovers that the Registered Device You tendered to the Courier or returned via the Courier has been subject to Modification, then CelcomDigi will at its sole discretion:

- 19.7.1.1** reject the Service Request and Your Service Request will be considered cancelled. CelcomDigi will refund the Swap Fee by the original method of payment;
- 19.7.1.2** where returned via the Courier, treat the Swap as a Replacement and charge You the Additional Fee; or
- 19.7.1.3** where returned via the Courier, return to You at Your cost the Original Registered Device tendered to the Courier. You must also return to CelcomDigi the Delivered Device provided as a Swap. Your Service Request will be considered cancelled. CelcomDigi will refund to You the Swap Fee paid following receipt of the Delivered Device.

19.8 Acknowledgement

You acknowledge that:

- 19.8.1.1** any Device provided to You as a result of a Service Request is intended to be used by You on the Mobile Plan associated with this Agreement and not to be sold, transferred, displayed for sale or hired;
- 19.8.1.2** in the case of a Device Swap, CelcomDigi will delete all data on the Original Registered Device without reference to You;
- 19.8.1.3** in the case of a Device Replacement, the previous Registered Device is not in Your possession and CelcomDigi or its assignee (if any) is entitled to register the IMEI of the previous Registered Device with

the Public Cellular Blocking Service and to take any action that it deems necessary to recover the previous Registered Device; and

- 19.8.1.4** where Your Registered Device is replaced under a warranty claim directly with the OEM, that You have the responsibility of contacting the Contact Centre to inform of the replacement IMEI number.

20 TERMINATION

20.1 By You – If You are on a Monthly Fee Subscription, You can terminate the Program and the Agreement at any time by calling CelcomDigi at +6016 3331111 during Operating Hours. If You are on a Fixed Term Fee Subscription, You can terminate the Agreement at any time however in such circumstances no refund will be paid with respect to the Fixed Term Fee paid for the remaining months.

20.2 By CelcomDigi – CelcomDigi may immediately terminate Your Program and the Agreement if:

- 20.2.1** CelcomDigi reasonably believes that You are using the Services (whether intentionally or not) in a way that may adversely impact the reputation of CelcomDigi;
- 20.2.2** CelcomDigi reasonably believes that You are using the Services in a manner which is fraudulent, illegal or related to any criminal activity;
- 20.2.3** You have breached the Agreement or any other agreement that You have with CelcomDigi;
- 20.2.4** You are or may be declared a bankrupt or unable to pay Your debts as they fall due;
- 20.2.5** You have misrepresented or provided CelcomDigi with incorrect, false or incomplete information;
- 20.2.6** You have failed to provide any additional information we request and such declarations or acknowledgement as we may reasonably require;
- 20.2.7** You have ported Your mobile number from the CelcomDigi network or terminated Your Mobile Plan;
- 20.2.8** You have not promptly paid any bills issued by CelcomDigi or Your Mobile Plan is terminated;
- 20.2.9** Your Mobile Plan has been suspended for more than 60 days, if You are on a Postpaid Mobile Plan;
- 20.2.10** if CelcomDigi is required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority which resulted in CelcomDigi having to stop or terminate the Services; or
- 20.2.11** for any other reason at CelcomDigi's sole and absolute discretion.

20.3 Automatic – Your Program and the Agreement will be terminated immediately if:

20.3.1 Your Mobile Plan is terminated by You, or by CelcomDigi;

20.3.2 You transfer, retail, sell, or hire Your Registered Device or Mobile Plan to another person; or

20.3.3 Your Mobile Plan is suspended more than 60 days.

20.4 Consequence of termination of the Program or the Agreement

20.4.1 As a result of the termination of the Program and/or the Agreement, if You are a postpaid customer, You shall be liable to pay all of the Monthly Fee prorated up to and including the day of termination. Any billed or paid Monthly Fee or Fixed Term Fee will not be refunded as a consequence of termination.

20.4.2 The Services cannot be reactivated for the same Eligible Device upon termination of the Agreement.

20.4.3 If the Services have been terminated with respect to a NRIC, You will not be eligible to apply for the Services using the same NRIC.

20.4.4 If You have made a Service Request which is not fulfilled as at the time of the termination, the Service Request may be cancelled and any Service Request Fee paid fully refunded.