

Digi - All General Terms & Conditions

1. Definitions

Account(s) means an account opened for the Customer with Digi (and/or its subsidiaries) subscribing to the Service.

Activation/Activated means the point in time when the said Service is activated in the Digi System.

Advance Payment means the payment made by the Customer to Digi upon registration in relation to the settlement of the following Monthly Charges for the following month(s) subject to these Terms and Conditions specified herein.

Agreement means the completed registration agreement, all terms and conditions spelled out herein including all subsequent unilateral amendments, variations, additions and deletions made by Digi at its sole and absolute discretion from time to time.

Call Alert means any form of notification via electronic means or otherwise as may be adopted or prescribed by Digi serving as a notification and/or reminder to the Customer that there are payments overdue or becoming overdue and/or when the total usage breaches the desired Credit Limit alert level or other notification deemed necessary by Digi.

Commercial Gain means any form of profits earned and/or gained by the Customer directly and/or indirectly arising from using/utilisation of the Service with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the unlimited free voice, short message service (SMS) and/or data usage (as and when it is made available by Digi in any of its promotions, plans and/or packages) or spamming activities for the purposes of unauthorised reselling.

Credit Limit means the limit on Monthly Charges imposed by Digi at its sole and absolute discretion from time to time.

Customer means the person authorized for using the Service subject to the terms and conditions herein and/or an entity of whatsoever description including, but not

limited to, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile for the time being in force and which may come in force more particularly described in the registration agreement.

Deposit means the refundable account deposit payable by the Customer as security for the payment of Monthly Charges and/or any part thereof.

Device means any device used to access the broadband service that includes, but is not limited to, USB modems, laptops (via built-in embedded modem), data cards and Mobile Telephones and/or any accessories used together to access the Service.

Digi means CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)]

Digi System means the telecommunications system utilised by Digi in providing the Service.

Early Termination means the termination of the Service subscription of line prior to the expiry of the Minimum Period either by the Customer or Digi.

Early Termination Sum means the amount including, but not limited to, all outstanding fees, charges and cost of the Mobile Telephone subsidy (if any) of the Service or any amount determined by Digi from time to time.

Financier means a licensed institution as defined in the Banking and Financial Institutions Act 1989.

Information means information, data, content, interactive applications, services and/or any other material the Customer may provide at any time, access, use and/or generate via the Service and/or VAS as applicable, including, but not limited to, Customer 's personal data.

Minimum Period means the minimum tenure as determined by Digi in the registration agreement commencing from date of activation of the Service by Digi.

Mobile Telephone means the wireless telephone equipment which includes a combination of the transmitter and receiver together with accessories for the use of the Service.

Monthly Charges means all billed and unbilled charges for the Monthly Fee, call charges and/or data charges outstanding including, but not limited to, any other charges/fees and/or service tax.

Monthly Fee means the monthly rental charges payable by the Customer for the usage of the Service.

Principal User means the Customer or in the case of a company, any person nominated by the Customer to be the Principal User.

Service means the mobile telecommunication, broadband services or any other product or Services rendered by Digi, at this current time or in the future, using the Digi System and includes, where applicable, the Value-Added Services, applications and digital services and charges arising from MyDigi rewards.

SIM Card means the microprocessor card provided by Digi which is inserted in the Mobile Telephone and/or the Device and contains a Personal Identification Number (PIN) for access into the Service and the definition of SIM Card will include Supplementary SIM Card(s) where applicable.

Supplementary SIM Card means the Supplementary SIM Card which has been issued at the Customer and/or Principal User's request to a third party approved by Digi.

Supplementary User means the third party approved by Digi to be a supplementary user of the Service at the request of the Customer and/or Principal User.

Taxes – Charges will be stated exclusive of any taxes. Customer will be responsible for paying any taxes arising from the Agreement for which Customer is legally liable such as Services Tax at the rate in force at the date the liability arises.

Value-Added Services means additional functions, features or facilities which are currently available or will be made available by Digi from time to time and may be subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranets (hereinafter collectively referred to as “**VAS**”).

2. Period of Agreement and Plan Migration

- 2.1. This Agreement shall take effect from the date of commencement of the Service when the Customer's Mobile Telephone is connected or the Customer's broadband Service is Activated and shall continue to be in force until terminated in accordance with the terms and conditions of this Agreement.
- 2.2. For the avoidance of doubt, Digi shall have the right to use the Information from the time the Information is disclosed by the Customer.
- 2.3. This Agreement shall be automatically renewed for a further duration as prescribed in the Minimum Period upon expiry of the current Minimum Period unless otherwise informed by the Customer in writing fourteen (14) days before expiry.
- 2.4. The Customer hereby agrees that Digi may change and/or migrate the Customer's existing plan subscription to another plan as Digi deems fit at any point of the time during the validity of this Agreement. Digi shall notify the Customer of the effective date of the said change and/or migration. In the event the Customer wishes to remain to his/her existing plan, the Customer shall notify Digi within fourteen (14) days from the effective date of the change and/or migration to enable Digi to act accordingly.

3. Payment

- 3.1. The Customer shall, upon the submission of his/her application for registration, pay Digi the Advance Payment and/or Deposit and such other fees, charges and taxes as required by Digi. Once an application has been submitted to Digi, only the Deposit may be refundable subject to the terms and conditions of this Agreement. For broadband services, in addition to the Advance Payment, non-Malaysian Customers are required to subscribe to the auto-billing services and to present a valid credit card for Digi's verification.
- 3.2. The Customer shall promptly pay all Monthly Charges and Monthly Fees as may be imposed by Digi and any increase in such fees, charges and taxes from time to time, including all legal fees, stamp duties and such other charges/fees as may be prescribed by Digi for any termination, re-registration, transfer, requisition or any recovery cost in connection with this Agreement where necessary. From time to time, charges, fees, taxes or other payments incurred

within a billing cycle may be delayed and reflected in a subsequent bill statement. For the case where the customer performs change of plan; pro-ration of charges, fee, taxes will take effect on the same day upon successful execution in Digi's billing system. The Customer agrees to be responsible for all charges, fees, taxes or other payments whensoever incurred.

- 3.3. Except for Digi device (smart phones, tablets, modem) bundling or standalone plans wherein a mandatory Minimum Period (Period is within 0 - 36 months) is imposed on the Customer, the Customer may terminate this Agreement after subscribing to the Service by giving Digi not less than three (3) working days prior notice in writing.
- 3.4. In the event of termination of this Agreement either by the Customer or by Digi, all monies owing to Digi shall become immediately due and payable and Digi shall be entitled to offset the Deposit or the Advance Payment paid by the Customer against any amount owing to Digi.
 - o If a Customer prematurely terminates his monthly instalment scheme, all his remaining payment will be forfeited and will not be refunded.
 - o Digi deserves the right to forfeit/not refund the remaining payment credit to the Customer if the Customer fails to promptly pay all Monthly Charges and Monthly Fees as imposed by Digi.
- 3.5. In the event the Customer disputes any of the charges in the bill statement or the amount outstanding therein, the Customer shall provide written notice thereof to Digi within fourteen (14) days from the date of the bill statement failing which it shall be deemed to be correct and binding upon the Customer. Upon receipt of such written notice by the Customer, Digi shall review the Customer's Account and make any amendment, if necessary.
- 3.6. Digi reserves the right to take any action it deems necessary for the recovery of unpaid charges or fees and any costs (including, but not limited to, legal costs on a Solicitor and Client basis) incurred in connection therewith shall be borne by the Customer. Digi also reserves the right to refuse or reject any request for a refund of the charges or fees paid to Digi under any circumstance, including where the request appears to be unlawful or there is suspicion to be unlawful. The Customer shall not hold Digi liable for such refusal or rejection in any way. In the event the Customer requests for a

refund, Digi has a right to request the Customer to provide a declaration form declaring that the Customer is not in breach of any laws.

- 3.7. It is hereby agreed that a statement of account duly signed by an officer of Digi, shall be deemed to be conclusive evidence of the indebtedness of the Customer whether for purpose of litigation, court proceedings or otherwise and any demand, summons, other originating process, cause papers or other documents relating to any court proceedings or otherwise or letter whether sent by Digi or its agents, or solicitors, shall be deemed served on the Customer upon expiry of twenty four (24) hours of the posting of the same to the address specified in this Agreement, or the last known address of the Customer, by ordinary post or prepaid registered post.
- 3.8. In the event a Customer or Principal User defaults on the payment of any Monthly Charges and Monthly Fees as may be imposed by Digi and any increase in such fees and charges from time to time, including all legal fees, taxes, stamp duties and such other charges/fees as may be prescribed by Digi for any termination, re-registration, transfer, requisition or any recovery cost, the Customer or Principal User agrees that Digi shall have the option to suspend or terminate all other Principal User 's lines of the same NRIC/Passport number and their Supplementary User (including Separate Supplementary Account) lines without any liability to the Customer or Principal User or any third party. Action may be taken against such Customer or Principal User and/or and their Supplementary User (including Separate Supplementary Account holder). In the event, Digi chooses to suspend or terminate all the other Principal User 's lines, the Customer or he Principal User shall continue making the payments on the commitment fees to be advised as and when by Digi.
- 3.9. The Customer or Principal User may have an option to request to Digi by giving a notice in writing to suspend for a maximum of 60 days for one (1) time in 365 days or terminate all other Principal User's lines of the same NRIC/Passport number and their Supplementary User (including the Separate Supplementary Account holder) lines (the "**Request**"). The Request made shall not stop the Customer or Principal User in making the payments on the commitment fee and Digi shall have the right to claim for any damages and/or liability suffered (if any) arising from or in connection with the Request. For line suspension Request by the Customer, Digi reserves the right to auto

resume the Customer's line after 60 days (2 months) from the suspension date. Customers with contract device still need to pay the monthly fee during suspension; but for non-contractual customers, the monthly fee will not be charged or prorated.

- 3.10. For avoidance of doubt, Digi shall not suspend or terminate the request made by Customer in the event the Customers fail to serve the full term of the Contract Period. The Customer is not allowed to request for any suspension or termination of all other Principal User's lines if the Customer within the Contract Period.
- 3.11. In the event that a Principal User line is terminated for any reason, the Supplementary User (including Separate Supplementary Account) lines shall automatically be terminated. The Supplementary User must sign a separate Agreement and shall assume the status of a Principal User in order to continue to be a Digi Customer. However, the Customer agrees that during such conversion, there may be interruption of Service and the Customer shall lose the benefits that it has acquired as a Supplementary User.

4. Auto Billing

- 4.1. Digi reserves the right at any time without being liable to the Customer or any third party whatsoever to discontinue, interrupt, withdraw or suspend this auto-billing service or vary any terms and conditions of such service for such period of time as Digi shall deem fit for any reason whatsoever.
- 4.2. Any amount in the Customer's account which remains outstanding prior to the third-party authorisation or the subscription to this auto-billing service shall be settled with Digi by the Customer at any Digi centre before the due date.
- 4.3. The Customer hereby authorises Digi:
 - To release details of the Customer's monthly bills to American Express or the acquiring or issuing bank for VISA/MasterCard and;
 - To automatically debit these bill amounts to the Customer's charge/credit card account. The full amount will be debited until the Customer withdraws from the auto-billing service.

- 4.4. The bill amount will automatically be debited to the Customer's charge/credit card upon approval by American Express or the respective acquiring or issuing bank for VISA/MasterCard
- 4.5. In the event of a rejection pursuant to Clause 4.4 above, the Customer will be informed by Digi and the Customer shall accordingly be liable to settle all sums due to Digi directly. In this instance, American Express or the acquiring or issuing bank for VISA/MasterCard shall not be liable for any claims, demands or losses arising therefrom.
- 4.6. Any inquiries or disputes pertaining to the Customer's Digi mobile phone or broadband bills should be directed to Digi and NOT to American Express/Diners Club or the acquiring or issuing bank for VISA/MasterCard.
- 4.7. The Customer is obliged to inform Digi in writing upon transfer of mobile phone and/or SIM card owners, changes in Digi account number or if the Customer wishes to withdraw from the auto-billing service.
- 4.8. The Customer shall inform Digi in writing of changes in charge/credit card account number, including new account number issued under "lost card" or "conversion", termination/cancellation of charge/credit card account, changes or renewal of expiry date. Changes involving new account number will require submission of a new authorisation form.
- 4.9. The Customer may terminate the auto-billing service by giving one month's prior notice in writing to Digi.
- 4.10. The Customers must charge their bills to the charge/credit card account in their name only (solely or jointly). Any variation from this clause will require expressed permission from the cardholder in writing.
- 4.11. The Customers wishing to have this auto-billing service for their corporate and/or individual Digi accounts shall be subjected to the same finance charges that may be applicable to other charges that appear on the card account in accordance with the terms and conditions governing that card account.
- 4.12. This auto-billing service is only available to the Customers who are American Express/VISA/MasterCard with charge/credit cards issued by Malaysian financial institutions.

- 4.13. Digi reserves the right to require the Customer to settle any amount billed using other means of payment from time to time.
- 4.14. The Customer accepts full responsibility for all transactions arising from the use of this charge/credit card in payment of account.
- 4.15. Digi shall not be held responsible or liable for any claims, loss, damage, costs and expenses arising from the successful or unsuccessful processing of the debit due, the exceeding of credit limit, malfunction of the system, electricity failure and/or any other factor beyond the control of Digi.
- 4.16. Digi is only responsible for making arrangements to debit the Customer 's charge/credit card account through the card centre as authorised by the Customer. The Customer acknowledges and agrees that the service is provided by Digi solely for the Customer 's convenience and benefit. Therefore, for any problems or disputes arising from the processing/debiting it shall be the Customer 's own responsibility to resolve it with their charge/credit card companies (including, but not limited to, any problem due to breakdown/malfunction/mechanical defect of the computer system or equipment of the charge/credit card company).
- 4.17. The Customer hereby agrees to jointly and severally indemnify and keep Digi indemnified in full against any claims, loss, damage, costs and expenses which Digi may suffer or incur arising from the Customer's authorisation to debit the Customer's charge/credit card account as aforesaid.
- 4.18. Receipts will not be issued for payments made through the auto-billing service. The Customer shall refer to their charge/credit card statements for confirmation of payment.
- 4.19. In the event there is any amount on the Customer's account which remains outstanding prior to the authorisation, Digi reserves the right to debit the Customer's charge/credit card upon registration or the settlement of such outstanding amount.
- 4.20. The auto-billing service shall only commence upon completion or verification by Digi of the Customer's charge/credit card (which include verification by the relevant bank).

- 4.21. The Customer acknowledges and agrees that this auto-billing service is provided by Digi solely for the Customer 's convenience. As such, in no way shall Digi be responsible or liable in any way to the Customer or any party if Digi automatically debits the Customer 's charge/credit card as provided herein or take any other action provided herein irrespective of whether the Customer has had sight of the bill or otherwise.
- 4.22. The Customer understands and agrees that if he/she does not register his/her credit card at the date of registration, he/she will not be able to make payment via the phone-in/sms/wap credit card payment options or Online Customer Service (OCS) in the event the Customer's account is barred. In order to enjoy such privileges, the Customer is required to subscribe to such services in Digi authorized centres.
- Digi reserves the right to deduct a sum equivalent to the Customer's final bill via auto-billing after the Customer terminates the Service. The Customer shall ensure that his/her final bill is settled before exiting/cancelling the auto-billing service (if the same is subscribed).
- 4.23. With reference to the other provisions herein contained in this Clause 4, Digi hereby reserves the right to enforce a compulsory auto-billing on the following Customers:
- New Customers who sign up any device bundle as promoted by Digi;
 - Any existing Customers whose contract has expired and would like to sign up for a new device bundle as promoted by Digi; and
 - Any existing Customer who plans to sign up for a new device bundle during Digi retention campaigns

For avoidance of doubt, the Customers intends to sign up the device bundle shall follow and abide with all and/or any of the terms and conditions of the device bundle promotion attached thereto.

5. Customer's Responsibility

- 5.1. The Customer shall:
- Be deemed to have obtained prior consent from the Customer's parent(s) or legal guardian to register and use the Services, where the

Customer has not attained the age of majority under law. By the Customer's continued use of the Services, such consent is deemed to subsist;

- Use the Service and accept full risk and responsibility in doing so;
- Promptly pay all amounts due to Digi as shown on the Customer's bill statement including but not limited to charges arising from the Services and continue to be responsible and pay for all fees, charges and taxes in the event of any interruption or loss of the Service for any reason whatsoever;
- Refrain from using the Service for such period as may be required by Digi;
- Report immediately to Digi upon the discovery of any fraud, theft, unauthorised usage, abnormality in the Customer's bill statement or any other occurrence of unlawful nature in respect of the use of the Service or the Mobile Telephone within 24 hours from such discovery;
- Comply with all notices or changes made by Digi including any upgrading of the Digi system as required by Digi;
- Ensure that the Mobile Telephone, Device and/or SIM Card is legally owned by the Principal User or Supplementary User at all times and not tampered with or modified or permit any person to tamper with or modify the Mobile Telephone, Device and/or the SIM Card and/or the Supplementary SIM Card;
- Be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
- Acknowledge that Digi does not check the content or information available from the Service or the Internet and that Digi is not liable for any loss or damage suffered by the Customer or any other person as a result of using information obtained from the Service or the internet including, but not limited to, any damage to or loss of data caused by a virus or similar program;

- Not use, permit or cause to be used the Service 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 Digi to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the Internet;
- Not use the Service with any unauthorized device or any other ways which unfairly exploit the unlimited free voice and/or data usage, broadband connection or spamming activities for the purposes of unauthorized reselling or Commercial Gain;
- The Customer hereby agrees, allows, consents and has no objection to Digi extracting the Short Messaging Service (SMS) details or personal information or any other data required to be used as evidence in court and/or when necessary in the event of a suspected and/or proven misuse of the Service for Commercial Gain purposes;
- Be responsible for obtaining advice on whether the Customer 's use of the Service or the internet involves activities which breach any laws, infringe any thirdparty rights or breach any standards, content requirements or codes promulgated by any relevant authority.
- Notwithstanding the provisions contained herein, in the event of theft or loss of the SIM Card and/or the Mobile Telephone or Device, the Customer shall be liable and continue to remain liable for all fees and charges incurred by the use of the SIM Card and/or the Mobile Telephone or the Device. Digi reserves the sole and absolute right to levy a charge upon the Customer being the cost of such replacement and/or any other charges which Digi shall deem at its sole and absolute discretion fit for such purpose.

In the event that any SIM Card is reported lost or stolen, the Customer agrees to reactivate the line within six (6) days thereof or any other period as may be stipulated by Digi from the reported date. Failure to do so will result in automatic termination of the Service by Digi and the Customer shall pay the Early Termination Sum to Digi

- Acknowledge and agree that there is no warranty for the SIM Card and Digi shall not be under any obligation to replace or compensate the Customer for any lost, stolen, damaged, faulty or cloned SIM Card or for any cost or expenses incurred by the Customer resulting therefrom.

5.2. The SIM Card shall remain the property of Digi at all times and ownership thereof shall not at any time pass to the Customer and shall be returned upon demand.

6. Rights and Liability of Digi

*Kindly take note of the additions in Clause 6.10 and 6.11 – effective 1 October 2013.

6.1. Digi shall not be liable to any Customer, any third party and/or persons authorised by or claiming through a Customer for any loss caused, damage incurred whether direct, indirect, special or suffered by any person or any personal property arising from:

- any upgrading or modification to the Service as it deems necessary for the proper and efficient functioning of the Digi system including terminating the Service due to obsolescence of the Mobile Telephone, the Device or the Digi system;
- the use or operation of the Mobile Telephone, or the Device by any Customer or persons authorised by the Customer to use such equipment;
- the use by the Customer or any other persons authorised by the Customer of the Service, the Customer's inability to access or use the Service, the information available via the Service or arising out of any action taken in response to or as a result of any information available via the Service;
- the provision of the Service by Digi and/or the quality of the Service;
- a malfunction, defect or loss of the Mobile Telephone, the Device and/or the Service and/or the Digi system for whatever reasons;

- any loss, distortion, mutilation of data arising from the use of the Service to transmit data signals or for data communications purposes at any stage of the Service for whatever reasons;
 - any interruption to and/or suspension of the Service;
 - any inconvenience caused to any Customer or any persons authorised by the Customer; and/or
 - using Information obtained via the Service or the Internet including, but not limited to, any damage to or loss of data caused by a virus or similar program.
- 6.2. Digi at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party whatsoever, to:
- Discontinue, disconnect, interrupt, bar or suspend the Service for such period of time as Digi shall deem fit for any of the following reasons or any other reason whatsoever:
 - To make any upgrade and/or modification to the Digi system and/or the Service for its proper and efficient functioning;
 - For the purpose of testing or correcting any malfunctioning of the Mobile Telephone, Device or the Digi system;
 - If the license to operate the Digi system is terminated, suspended or any other action as required by the relevant authorities and/or laws and regulations;
 - A breach of any term or condition of this Agreement by the Customer;
 - Where the Customer shall be adjudged bankrupt or commits an act of bankruptcy or in the case where the Customer is a company shall be wound up or have a receiver or manager appointed;
 - On suspicion of fraud, or on suspicion of any illegal practice or on suspicion of any unusual activity in respect of the Customer's Account with Digi;

- Where the Customer defaults in the payment of any fees, charges or monies due to Digi and/or its subsidiaries in relation to any other accounts and/or services the Customer may have with Digi and/or its subsidiaries. Provided always and notwithstanding the aforesaid, Digi reserves the right to summarily terminate the Service without giving the Customer any notice and without having to give any reason whatsoever; and/or
 - Suspend and/or terminate the Service in the case of suspected Commercial Gain activity not limited to any voice and/or data or broadband services and promotions offered.
- Amend or vary all deposits, fees and charges payable pursuant to this Agreement by giving appropriate notice to Customer as spelled out under this Agreement.
 - Vary, add to or delete any of the terms and conditions of this Agreement without the need to provide any prior notice to the Customer and which shall take effect on such date determined fit by Digi and whereby the Customer with continued usage of the Service shall be immediately bound by the same.
 - Without notice, after the Customer is in default of payment in relation to this Account or any other of the Customer's Accounts with Digi (and notwithstanding any settlement of account or other matter whatsoever), combine or consolidate all or any of the then existing accounts of the Customer (including accounts in the name of the Customer jointly with others) with Digi, and offset or transfer any sum outstanding to the credit of the Customer (including deposits) in any one or more of such accounts in or towards satisfaction of any money, obligations and liabilities of the Customer to Digi, whether such liabilities be present, future, actual contingent, collateral, several or joint.
 - Impose the following fees:
 - Unbarring fee of RM5.00 (which fee might change from time to time as prescribed by Digi at its sole discretion) for reconnection or reactivation of the Service in the event that the

Service has been barred due to overdue bills or any other reasons as provided for under this Agreement.

- Unsuspension fee of RM10.00 (which fee might change from time to time as prescribed by Digi at its sole discretion) for the reconnection or reactivation of the Service in the event that the Service has been discontinued, disconnected or suspended due to overdue bills or any other reasons as provided for under this Agreement.
- Impose a fee, extra charges and/or penalty to the Customer who misuses the free calls or data or broadband services by way of unauthorized selling and/or Commercial Gain.
 - Impose any minimum or maximum capping for the free voice and/or data usage without prior notice to the Customers based on the fair usage policy which may be changed from time to time at Digi's discretion. The data usage cap mentioned herein applies for uploads and downloads. If the Customer exceeds the monthly cap, the Customer's connection to the Service will be less prioritized.
 - include any fees and/or charges (including the Monthly Charges) in any of the customer's subsequent bill if Digi has unintentionally or inadvertently omitted such fees and/or charges from a particular bill.
- 6.3. Digi shall not be liable to the Customer or any third party for any claims for libel, slander, or infringement of copyright arising from the transmission and/or receipt of data and materials in connection with the Service and all other claims arising out of any act or omission of the Customer or any person authorised by the Customer in connection with the Service.
- 6.4. The Customer shall indemnify and hold Digi harmless against all claims, proceedings, actions, demands and losses which may arise as a result of the Customer's use of the Service or any act or omission of the Customer.
- 6.5. In the event of any dispute/claim of ownership of the Customer's Mobile Telephone or Device, the onus of proving ownership, to the satisfaction of Digi, shall lie on the Customer. In the event the Customer is unable to do so,

the matter shall then be referred to the Police and/or the Malaysian courts. Digi shall not be liable for any loss, damage or claim which may be caused to the Customer from or through the re-registration / termination / transfer / reconnection / disconnection / barring / suspension of the Service in respect of the Customer's Mobile Telephone or Device pending determination of ownership or subsequent thereto.

6.6.

- Digi reserves the right and without having to give notice to the Customer to impose call barring, suspend, disconnect or terminate the Service or take such other action as Digi may deem fit for its own credit control purposes and management of the Customer's account(s).
- For any package bundled with a Device:
 - During the Minimum Period, the Customer agrees that Digi shall also have the right to block the Device/IMEI number of such Device (if applicable) if in Digi's reasonable opinion, the Customer has breached the provisions of this Agreement, in particular, if the Customer has failed to make the relevant payment of its Monthly Charges and/or Monthly Fees for a consecutive period of two (2) months or any other period as may be reasonably determined by Digi from time to time.
 - In the event we block or unblock the IMEI number of such Device, Digi will inform other telecommunication operators to put the blocking or unblocking into effect on their own respective networks in compliance with applicable laws.

6.7. Upon termination of this Agreement, Digi reserves the right to retain the Deposit or Advance Payment (if any) for such period as Digi shall deem fit for the settlement of any outstanding dues or charges payable by the Customer. For Broadband subscribers who signed up before 1 June 2010, if this Agreement is terminated before the expiration of the modem monthly expiration period, the Early Termination provisions shall be applicable.

6.8. Digi reserves the right to suspend and/or terminate the line in the case of suspected Commercial Gain activity not limited to any voice and/or data or broadband services and promotions offered.

- 6.9. It is agreed that, upon disclosure of any Information at any time, it is deemed that the Customer has consented to allow Digi the right to use such Information for provision of Services herein, credit assessment and enforcement, Service and process enhancements in improving Customer's convenience, promotional and marketing purposes. In the event that such consent is retracted, Digi shall have the right to automatically terminate the Services or any part thereof.
- 6.10. For the purposes of data security and for better prevention of loss, Digi has taken the measure of scanning the registration agreement and any and all forms, documents supporting the registration. The Customer agrees that all such scanned records are relevant and admissible in evidence. The Customer will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were scanned copies.
- 6.11. The Customer accepts that Digi may revise and/or modify the terms of the Agreement. In the event of such revision and/or modification, Digi shall communicate such revision and/or modification at Digi 's website. In the event such communication is made at Digi 's website, the Customer agrees that by continuing to use the Products and Services after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

7. Credit Limit

- 7.1. Digi may at any time at its sole discretion set a Credit Limit for credit control purposes without the necessity of informing the Customer which shall operate as a threshold allowed for the total charges outstanding inclusive of unbilled charges. This Credit Limit shall be reviewed from time to time at the sole discretion of Digi. The Customer may make an application for a review of this Credit Limit, but the discretion to allow any changes to the Credit Limit shall be at the sole discretion of Digi. When the Credit Limit is reached, Digi reserves the sole right to automatically bar the Customer's use of the Service.
- 7.2. Digi is not obligated in any way whatsoever to ensure that the Credit Limit is not exceeded by the Customer and any failure to do so shall not operate as a waiver of any of the rights of Digi hereunder.
- 7.3. Notwithstanding anything contrary herein, Digi may also without any notice, written or otherwise, impose Call Alerts, reminding the Customer that there

are payments overdue or payable or will be payable. Failure to adhere to the Call Alert may result in the Services being suspended or terminated without any notice. Notwithstanding the above, Digi shall not be under any duty to impose a Call Alert and/or ensure its receipt by the Customer, and any failure to do the same shall not operate as a waiver of any of the rights of Digi hereunder.

8. Redemption of Mobile Telephone

- 8.1. Subject to eligibility of the Customer, the Customer understands and acknowledges that he shall be eligible for one (1) Mobile Telephone only for each line. The model of the Mobile Telephone shall be determined by Digi from time to time at its absolute discretion without giving due reason.
- 8.2. The Customer understands that the Mobile Telephone model offered is subject to availability and Digi reserves the absolute right to offer an alternative model of similar value.
- 8.3. The Customer hereby unconditionally authorises Digi at its absolute discretion to settle all outstanding monthly payments to Digi that is immediately due and payable through automated billing through the Customer 's credit card or charge card.

9. Supplementary Line Application (does not apply to Broadband)

- 9.1. At the sole discretion of Digi, the Principal User of the SIM Card may be entitled to apply for the following number of lines and shall be subject to provisions stated herein:
- 9.2. The Principal User of the SIM Card shall be solely and wholly liable for all charges incurred for all the Supplementary User line(s) upon the activation of the said SIM Card(s). The Principal User of the SIM Card reserves the right to terminate the Service offered under the Supplementary SIM Card by notice in writing to Digi but shall still remain solely and wholly liable for all charges incurred under the Supplementary SIM Card(s), up to and including the effective date of termination. Digi is under no responsibility whatsoever to verify the transactions of the Supplementary User with the Principal User of the SIM Card.

10. Separate Supplementary Account (does not apply to Broadband)

- 10.1. All Principal User lines of selected Digi's postpaid plans as published in Digi's website are eligible to apply for a separate account with separate bill, Credit Limit and other conditions as stipulated in this Clause ('Separate Supplementary Account') for existing and new Supplementary User line(s) under the Account.
- 10.2. All Supplementary User lines under the Account have to be under the Separate Supplementary Account structure. In the event the Principal User applying for this Separate Supplementary Account already has an existing Supplementary User, the existing Supplementary User shall be considered as part of this Separate Supplementary Account structure and shall automatically enjoy the same benefits as per the new Supplementary User signed up by the Principal User under this Separate Supplementary Account.
- 10.3. For the existing Supplementary User, if no address for billing is given, the billing shall be sent to the Principal User's address.
- 10.4. The Principal User and the Supplementary User shall receive their printed bills to be delivered separately upon request. However, Principal User will be able to view the bill for his/her own account and all the supplementary lines via e-billing.
- 10.5. Group auto-savings is not applicable to the Supplementary User lines under this Separate Supplementary Account structure. The Customer shall be notified as and when the group auto-savings is made applicable to this Separate Supplementary Account feature.
- 10.6. The Principal User hereby agrees to be liable for all of the outstanding amounts owing to Digi by any or all the Supplementary Users, if any or all the Supplementary Users fail to settle any outstanding balance.
- 10.7. Separate Credit Limit shall be assigned to the Principal User and Supplementary User for the Separate Supplementary Account. However, for Principal User with existing Supplementary User line(s) in the same Account, the Principal User's Credit Limit will be maintained upon conversion to the Separate Supplementary Account, unless requested to be otherwise.

- 10.8. Digi reserves the rights to bar or terminate all lines in the Account without prior notice for any reason whatsoever including, but not limited to, situations wherein any of the Supplementary User line in the Separate Supplementary Account structure defaults in payment.
- 10.9. The Supplementary User under the Separate Supplementary Account structure shall have access to check its own Account Information and subscribe to all Digi 's Postpaid Value Added Services via self-provisioning channel without prior notice or consent from the Principal User
- 10.10. Verification of Principal User and/or Supplementary User details is required for all call-in and walk-in requests.
- 10.11. Under this Separate Supplementary Account feature, only the Principal User can apply for the increase in Credit Limit for each Supplementary User line, international roaming services or any other services which may be determined by Digi from time to time.
- 10.12. Billing statement date will follow the Principal User line's cycle and the Call Alert will be set as default when the Supplementary User line's usage has reached Eighty Percent (80%) and One Hundred Percent (100%) of the Credit Limit respectively.
- 10.13. Once this Separate Supplementary Account is subscribed, no reversal to the previous Account structure is allowed.

11. Value Added Services

- 11.1. The ability of the Customer to access and use Information via VAS is dependent upon the features and functionality of the Customer's Mobile Telephone or the Device; and the nature and quality of the information being accessed.
- 11.2. Digi does not represent, warrant or guarantee the extent to which Customer's Mobile Telephone or the Device will be able to access Information via VAS or on the Internet or elsewhere.
- 11.3. The Customer may only access Information using VAS if all the necessary pre-conditions have been met and further warrants that the Customer's access to VAS is conditional upon:

- acknowledging that VAS is not moderated and that Digi does not control any forums;
- acknowledging that Digi is under no obligation to monitor or censor the Information generated under VAS, however it reserves the right to do so;
- acknowledging that Digi is not responsible for VAS content (even if it is co-branded and/or promoted by Digi);
- acknowledging that any views expressed in the Information are not necessarily those of Digi;
- agreeing not to make lewd, obscene, threatening, abusive or defamatory remarks or incite hatred to any other person or group;
- agreeing not to abuse, harass, threaten or embarrass any other person or interfere with the operation of VAS or interfere with the enjoyment of VAS by other Customers;
- agreeing not to post or transmit any Information of any kind which contains a virus or other harmful or deleterious component or to delete any author acknowledgements, legal notices or proprietary designations or labels attached to or expressed in any file that is uploaded;
- agreeing not to download any file posted by any other user of VAS if the Customer knows, or reasonably ought to know, that the file cannot legally be distributed in any manner;
- granting Digi an irrevocable, worldwide, royalty free license to copy and adapt any Information the Customer generates through the use of VAS to the extent necessary to provide VAS, or to promote VAS or any other service of Digi; and/or
- releasing Digi from all liability in connection with VAS, including any failure to provide the same.

11.4. Digi reserves the right to withdraw VAS at any time without notice and shall not be liable to any party whatsoever for doing so.

12. International Roaming

- 12.1. Digi reserves the right at its sole discretion to determine whether a Customer or Principal User and/or Supplementary User is eligible for and will be offered the international roaming service.
- 12.2. Digi and the operator of the visited foreign telecommunication services network shall not be liable for any loss or damage which the Customer or Principal User and/or Supplementary User may sustain from or through the suspension / termination / interruption / loss of or inability to use the international roaming service due to any cause whatsoever.
- 12.3. The Customer or Principal User and/or Supplementary User of the international roaming service shall be subject to all terms and conditions of this Agreement and such other terms and conditions as Digi shall deem fit to be imposed from time to time.
- 12.4. For data services, the Customer 's monthly access fees only covers domestic data usage and does not include data usage overseas. For roaming service usage, international roaming charges apply.
- 12.5. The Customer or Principal User and/or Supplementary User shall produce for inspection a valid passport upon application for the international roaming service and Digi reserves the right to verify its contents.
- 12.6. The Customer or Principal User and/or Supplementary User may, at Digi's absolute discretion, be offered a Credit Limit in respect of charges incurred in using the international roaming service and/or international direct dial service.
- 12.7. The Customer or Principal User may request for a higher Credit Limit and Digi may grant the same at its discretion subject to such conditions as Digi shall deem fit to impose.
- 12.8. The Customer shall bear and pay all surcharges, value-added taxes, and any other charges, taxes, exchange rate difference (if any) or such other sum as may be stipulated by Digi from time to time, incurred in using the international roaming service and/or international direct dial service.
- 12.9. Digi makes no warranty or representation that the Customer 's or Principal User 's Mobile Telephone or Device will be able to utilise the international

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

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

13. Promotions

- 13.1. Where the Customer's subscription is made pursuant to a promotion, the Customer agrees that upon Digi's acceptance of the Customer's application to subscribe to the Service pursuant to a promotion, the Customer shall be subject to such additional terms and conditions as may be attached as conditions to the said promotion. Such additional terms and conditions shall be read as supplementary to the terms and conditions in this Agreement. Digi expressly reserves the right to withdraw any promotions subscribed to by the Customer at any time without assigning reasons for such withdrawal.
- 13.2. In the event that the promotion involves a financier, the Customer shall in addition to Clause 13.1 comply with all requirements imposed by the financier and further acknowledges that Digi has reserved the right to take any action as requested by the financier to protect the financier's interests or as deemed fit for Digi's own interests and credit control purposes and management of the Customer's Account(s).

- 13.3. For enterprise offerings, free inter-Company calls feature is applicable only for usage up to 45 hours/month. The normal tariff rate shall apply when the usage exceeds 45 hours/month. Digi reserves the right to terminate the Service if the free inter-Company calls feature is used for Commercial Gain by the Customer.

14. Devices

- 14.1. All Devices and VAS provided to the Customer by Digi or purchased through Digi's promotions are covered under and subject to the terms of warranty from the relevant manufacturer or licensors. Digi shall not be responsible in any manner whatsoever for any defects in the Devices or the VAS due to the manufacturers', licensor's or Customer's fault and if applicable, any hardware which the Customer may have connected to the Devices.
- 14.2. The Customer shall ensure that the Device provided with the Service is compatible with the PC/laptop's system. Digi shall not be responsible should the Device fail to work on the Customer's PC/laptop's system as well as the laptop systems with embedded SIM card slots.
- 14.3. If the Customer chooses to connect using the Customer's own Device, Digi shall not be able to provide the Customer with technical support for that particular Device and Digi reserves the right to refer the Customer to the Device manufacturer for technical assistance (at Customer's own expense).
- 14.4. For iPhones offered by Digi, Digi may in certain circumstances, activate and register (unbrick) the iPhone at Digi's premises prior to shipment to the Customer. As such, the warranty period shall commence from the period of such activation and registration and not from the time the iPhone is received by the Customer.
- 14.5. The Customer agrees that the ownership of any Device in respect of any bundled package shall only pass to the Customer if the relevant provisions of this Agreement are fulfilled (in particular the stipulated Minimum Period, payment of any Early Termination Sum and/or payment of any and all outstanding Monthly Charges and/or Monthly Fees).

15. Broadband Services

- 15.1. Broadband services are subject to network availability, Device capability and other conditions.
- 15.2. Digi broadband service speed might vary depending on coverage, location, Devices used, network traffic and the type of data being transmitted.
- 15.3. Broadband speeds are available in Digi HSPA coverage areas (visit our coverage map for the latest coverage information). Outside of these areas, the Customer shall be connected to Digi's EDGE or GPRS network at slower speeds.
- 15.4. Notwithstanding the above, if the broadband service is not available at the billing address provided by the Customer during registration and the address is within the Digi HSPA coverage area, the Customer must contact Digi internet support and return the modem to the nearest Digi centre within seven (7) days from the date of registration. Digi will refund the Advance Payment (if applicable) provided that such modem and its packaging are in good condition. The refund of Advance Payment, after deducting stamp duty and prorated charges, stamp duty and/or any other relevant fees or charges for using the Service, will be sent to the billing address using cheque within twelve (12) weeks from the service discontinuance date. No other charges will be imposed on the Customer. This clause is only applicable to broadband subscribers who signed up before 1 June 2010.
- 15.5. Except as otherwise stipulated by Digi, broadband subscribers are allowed to have a maximum of one (1) Principal User line and no Supplementary User line is allowed.

16. Prepaid to Postpaid Conversions

- 16.1. Any remaining prepaid credit balance will be transferred to the Customer 's postpaid bill after conversion. Final credit/debit is subject to change if other Voice, data & VAS usage i.e. SMS, MMS, GPRS, CPA Services & etc are charged.
- 16.2. All freebies (eg. free SMS or MMS etc), loyalty benefits, birthday bonus and other related benefits related to prepaid subscriptions will be forfeited upon conversion and/or termination of the postpaid line.

- 16.3. Up to a maximum of RM100 – prepaid credit balance may be transferable to postpaid line. Any balance exceeding RM100 will not be refunded to postpaid account holder and shall be forfeited upon successful conversion to a postpaid account.
- 16.4. All subscription based services subscribed to under the prepaid accounts will continue in the postpaid line.
- 16.5. The Customer shall be bound by postpaid registration terms and conditions once the mobile number is converted to postpaid registration.
- 16.6. The whole conversion process will be completed within two (2) working days. During such two (2) working days, the Customer may not be able to make or receive calls or use any of the subscribed VAS.
- 16.7. The prepaid to postpaid conversion shall be subject to Digi's approval.
- 16.8. Digi shall not be liable in any manner whatsoever to the Customer or any other party for any claims of whatsoever nature suffered due to this conversion.

17. Mobile Number Portability (MNP)

- 17.1. MNP is the ability of the Customer to change from one mobile service provider to another mobile service provider without changing their mobile number subject to the terms and conditions herein appearing.
- 17.2. A prepaid and/or postpaid Customer who wishes to port is required to submit a 'port in' request to Digi and is subject to Digi existing terms and conditions for new registration and to existing geographical numbering requirements.
- 17.3. The Customer must satisfy these prerequisite conditions for porting:
 - the mobile number to be ported must be active at the time of the request;
 - the Customer must provide valid identifications including, but not limited to, MyKAD, Armed Forces Identification Card and/or passport or for corporate Customers, company registration documents (for example, Form 24 and Form 49);

- the Customer must not have any outstanding and/or overdue amounts/contractual obligations with the current mobile service provider;
 - the mobile numbers must be in the range of mobile numbers as approved by MCMC time to time;
 - upon request, the Customer must provide all other information as required from Digi;
 - subject always to Digi's terms and conditions prevailing at the time of the request as stipulated on Digi's website.
- 17.4. The Customer who wishes to port in must adhere to the terms and conditions including the procedures and processes prevailing at the time of request to port in as outlined by Digi which can be found in Digi's website at www.digi.com.my or any other website designated by Digi from time to time.
- 17.5. The Customer's request to port in shall be treated as a new application and is subject to Digi's terms and conditions herein contained and represent a notice to terminate any agreement that the Customer has with the current mobile service operator.
- 17.6. All services associated with the ported-out mobile number provided by Digi will be terminated when the SIM card is deactivated.
- 17.7. Any call(s) or SMS or MMS or any other means of communications initiated by the Customer to the mobile number(s) that have ported out from Digi will be charged as per Digi 's standard charges applicable to inter-network communications.
- 17.8. Any fees imposed by Digi for the porting request are not refundable in any event whatsoever.
- 17.9. Digi shall not be responsible and/or liable for any interruption and/or delay in approving and/or providing the Service to the Customer caused by the Customer's current mobile service operator.
- 17.10. The Service is provided on an "as is" basis.

- 17.11. Any application of porting out (Port Out) by the Customer shall be subjected to Clause 3.4 herein, failing which the request may be delayed or rejected by Digi.

18. Transfers/Re-registrations of Used Mobile Telephones and/or SIM Cards

- 18.1. The Customer may transfer or re-register the used or repossessed Mobile Telephone with prior approval from Digi and clearance from the financier where the Mobile Telephone or SIM Card is purchased under a financing scheme.
- 18.2. The new Customer shall enter into a fresh registration agreement with Digi and the Agreement shall take effect from the date of the transfer or re-registration and the Customer shall pay all fees and charges levied in respect of the transfer or re-registration and be subject to such other terms and conditions as Digi may deem fit to impose.
- 18.3. In the event that outstanding bills for the repossessed Mobile Telephone or SIM Card remain unpaid, Digi reserves the right to reject or refuse the application for re-registration of such Mobile Telephone or SIM Card.

19. Early Termination

- 19.1. In the event of Early Termination of the Service subscription either by Digi or the Customer, Customer shall immediately pay all outstanding amounts including, but not limited to, all outstanding fees, charges and costs of the Mobile Telephone or Device subsidy (if any) or any Termination Sum (if any) or any amount which may be determined by Digi from time to time.
- 19.2. Outstanding fees and charges refer to any charges due to Digi including, but not limited to, outstanding Monthly Fees, VA charges and any other service charges directly or indirectly payable to Digi.
- 19.3. The Customer who selects a bundled package with a modem/smartphone may opt to pay a monthly installment fee for a fixed duration for the modem/smartphone. In the event that, within the installment period, (i) the Customer prematurely terminates the subscription to the service; or (ii) the Customer's subscription is terminated by Digi due to the Customer's payment defaults or contractual breach, the Customer shall pay a termination fee amount equal to the sum of the modem/smartphone installment monthly

fees for the unexpired modem/smartphone installment tenure which shall become immediately due and payable.

- 19.4. The Customer shall own the modem after 12 months tenure or in the event of an Early Termination after settling all outstanding fees and charges. Both clauses 19.3 and 19.4 are only applicable to broadband subscribers who signed up before 1 June 2010.
- 19.5. Digi reserves the right to terminate any Customer at any time.
- 19.6. Termination of this Agreement either by the Customer or Digi shall not relieve the Customer from his/her responsibilities and liabilities under this Agreement which have accrued prior to the effective date of termination.
- 19.7. Upon the Termination of the Service and after completing two billing cycle after the termination of service, on Digi's absolute discretion, any credit balance in the value of Ringgit Malaysia Twenty Five (RM25.00) and below in an account, whereby such credit balance value may be changed from time to time, as and when deemed necessary by Digi, shall be absorbed as administration fees for the Service(s) as may be provided by Digi and/or its related corporations with an outstanding amount, as deemed necessary by Digi at any time.

20. Mobile Telephone Deposit

- 20.1. The Customer recognises and acknowledges that the cost of the Mobile Telephone or Devices purchased by the Customer is subsidised in part or in whole by Digi or by one of Digi's business partners, whether pursuant to a promotional event or otherwise.
- 20.2. Digi reserves the right (where applicable) to collect and the Customer shall pay a deposit of such sum as shall be determined by Digi from time to time ("**Mobile Telephone Deposit**") in consideration of such a subsidy.
- 20.3. In the event of termination of the Service by the Customer (for whatever reason), Digi shall be entitled at its absolute discretion to:
 - o forfeit/offset the Mobile Telephone Deposit in part or in whole towards the subsidy paid and the Customer shall refund the remainder (if any) ; or

- refund the Mobile Telephone Deposit in part or in whole to the Customer should the Customer be desirous of returning the Mobile Telephone or Device to Digi and should Digi be desirous of accepting the return of the same, subject to the said Mobile Telephone or Device being in good working condition, with fair wear and tear exempted.

21. Force Majeure

Digi shall not be liable for any breach of this Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other local authorities, industrial disputes of any kind, fire, lightning, explosions, flood, landslides, subsidence, inclement weather, acts or omissions of persons or bodies for whom Digi is not responsible or any other cause whether similar or dissimilar outside of Digi's control.

22. Waiver

The Customer shall upon executing this Agreement, consents and permits Digi to use/disclose the Customer's personal data for purposes including the provision of the Service including, but not limited to, data matching, trans-border, transfer of data, Call Line Identification Presentation (CLIP), Credit Checking, for any other purpose deemed to be in the interest of Digi and for compliance of any laws and regulations.

23. Miscellaneous

- 23.1. This Agreement shall be subject to the laws of Malaysia and the parties hereto shall submit to the exclusive jurisdiction of the courts of Malaysia.
- 23.2. Any notice which may be given under this Agreement shall be in writing and deemed duly given to the other party if delivered by hand or sent by ordinary post to the address as stated in this Agreement or his/her last known address or by electronic means which includes SMS, email and fax and shall be deemed to have been served at the time when it is delivered if by hand and in the ordinary course of post it would have been so delivered if by post and if by electronic means it would have been so delivered at the date and time sent.
- 23.3. The Customer shall pay all and any costs, charges, taxes, stamp duties, fees and expenses in connection with/or incidental to this Agreement. In

particular, a fee known as “**processing fee**” will be charged for the payment of stamp duty and/or the processing of the registration. The processing fee is collected during the registration process and is non-refundable. This processing fee will not be refundable even if you cancel or terminate the registration.

- 23.4. In this Agreement where the context requires, words importing the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders, shall include natural persons, corporations, partnership and associations. Headings to the clauses herein are for convenience of reference only and shall not affect the construction thereof.
- 23.5. The Customer shall not assign this Agreement or any part thereof without the prior written consent of Digi. Digi shall be at liberty at anytime without the concurrence of and without notice to the Customer, to assign and/or transfer all or any part of its rights and obligations under this Agreement (or any related Agreement) to such persons as it deems fit and upon such assignment or transfer, the assignee or transferee shall assume and be entitled to the rights, interests and obligations under this Agreement (or any related Agreement) as if it had been the party to the agreement in place of Digi. Clause 23.5 shall survive the termination of this Agreement and/or the discontinuance of Services by either Customer or Digi.
- 23.6. If one or more of the provisions of the terms and conditions of this Agreement shall be invalid, illegal or unenforceable under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted.
- 23.7. Failure by Digi to exercise any or all of its rights under the terms and conditions of this Agreement or any partial exercise of a right, shall not act as a waiver of such rights and such rights may be exercised without having to wait for the occurrence or reoccurrence of a similar or any other event giving rise to such rights.
- 23.8. Digi reserves the absolute right to verify any information stated in the registration agreement and reserves the right to reject and/or seek such further clarification from the Customer or any other source as deemed necessary to establish the identity of the Customer (including, but not limited

to, subsequent verification for recovery purposes); and such action shall not be considered defamatory or an invasion of privacy nor be the

- 23.9. This Agreement shall be binding upon the successors in title and permitted assigns of the parties hereto.
- 23.10. Except for inconsistent terms in agreements signed with enterprise Customers, in the event of any inconsistency between the terms and conditions of this Agreement with any other terms and conditions of any promotions or agreements, the terms and conditions of this Agreement shall prevail. Inconsistent terms in agreement signed with enterprise Customers shall prevail over terms in the registration agreement.
- 23.11. The Customer agrees that print-outs and reproductions of all documents and records pertaining to the Customer, either directly or otherwise, from Digi's computer system(s)/records shall be admissible in any court of law and conclusive documents, if any.
- 23.12. Unless otherwise defined in the terms and conditions of this Agreement and except where the context otherwise provides, all capitalised words and expressions defined in the registration agreement shall have the same meanings when used or referenced to herein.
- 23.13. Digi reserves the right at its absolute discretion to vary, delete or add to any of the terms and conditions from time to time without prior notice and any modifications and/or changes shall be published in Digi's Terms & Conditions section or may be notified to the Customer by way of monthly bill statement, email, sms, e-billing/e-statement, OCS or Interactive Voice Recording ((IVR) as Digi may deem fit. Continued use of the Service following any amendment or changes to the terms and conditions constitutes an acceptance to those changes. Customers are advised to visit the website periodically to review the terms and conditions of this Agreement for any amendment or changes made by Digi.
- 23.14. All other terms and conditions governing the use of any of Digi's mobile telecommunication services, the Services and VAS shall apply herein mutatis mutandis.

- 23.15. Digi shall not be liable for any cost, loss or damage (whether direct or indirect) for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Customer's use and utilization of the Service.
- 23.16. The Customer hereby agrees and acknowledges that Digi may send notifications and communications periodically as Digi deems appropriate; and the Customer hereby consents to receiving the same. However, the Customer may choose not to receive such notification and communication (opt-out) by contacting Digi customer service to inform Digi of the same.
- 23.17. The Customer acknowledges and agrees that Digi shall be allowed to contact the Customer for purposes of service enhancement and sharing of the Services and/or products related matters, from time to time. Clause 23.17 shall survive the termination of this Agreement and/or the discontinuance of Services by either Customer or Digi for any reason whatsoever, unless the Customer has opted out from receiving marketing communication from Digi, by contacting Digi's Call Center at 016-333 1111 or write in to Customer Service, CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)], Level 30, Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor.

24. Contests & Campaigns

- 24.1. These general terms and conditions for Digi Campaigns shall apply together with the specific terms and conditions set out in each Campaign. In the event of conflict or discrepancy between these general terms and conditions and the specific terms and conditions for a particular Campaign, the latter shall prevail.
- 24.2. By participating in a Campaign, the Participant irrevocably agrees to be bound by the terms herein and all other relevant terms and conditions governing the use of any of Digi's mobile telecommunication services in relation to the Campaign.
- 24.3. Unless otherwise stated, all Campaigns are organised by CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)] (hereinafter referred to as "**Digi**").

- 24.4. Digi reserves the right to cancel or amend the Campaign at any time and without notice. For the avoidance of doubt, cancellation or amendment to the Campaign by Digi shall not entitle the Participant to any claim or compensation against/from Digi for any loss or damage suffered by the Participant (regardless of the cause of action) as a direct or indirect result of the aforementioned cancellation or amendment to the Campaign. The Participant agrees not to knowingly damage or cause interruption to the Campaign and/or prevent others from entering a Campaign.
- 24.5. The Participant warrants that the entries do not misrepresent an association or connection to some person, brand or thing that it does not actually have, and is not defamatory, libelous, vulgar, obscene, derogatory, pornographic, objectionable with respect to race, religion, creed, national origin, gender or sexual preference, or is otherwise inappropriate or unfit for publication.
- 24.6. Where the entry submitted by the Participant contains third party intellectual property rights, the Participant shall ensure that the Participant has obtained the relevant license or ownership for the same from the relevant intellectual property rights owner and the Participant shall ensure that the entries do not otherwise infringe any third party 's intellectual property rights. Digi shall not in any way be liable for any such infringement and the Participant shall indemnify and keep Digi and its associated companies, directors, employees, and/or agents harmless from such claims.
- 24.7. Digi and its associated companies, directors, employees and/or agents shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication failure, theft, destruction, alteration of or unauthorized access to Campaign entries, or Campaign entries lost, damaged or delayed as a result of server functions, telecommunication malfunction, technical issues, virus, bugs or other causes beyond Digi's control.
- 24.8. All claims for prizes must be made in the manner stipulated in the specific Campaign terms and conditions. Digi reserves the right to cancel/withdraw/amend prizes at any time and for any reason whatsoever.
- 24.9. All prizes are non-transferable and are not exchangeable for cash.
- 24.10. Digi's decision in relation to the prize winner shall be final and binding.

- 24.11. In the event of any dispute regarding a Campaign, the rules governing the Campaign, conduct, results, prizes and all other matters relating to a Campaign, Digi's decision shall be final and binding on the Campaign's Participants and no correspondence or discussion shall be entertained.
- 24.12. The prize winner agrees that he/she will bear any applicable taxes, insurance and other expenses that may be applicable in relation to the prize, except where otherwise stated in the terms and conditions for a specific Campaign.
- 24.13. Digi shall not be liable for any loss or damage (including without limitation loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with a Campaign, even if Digi has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 24.14. By participating in a Campaign, the Participant (and the Participant's parent/legal guardian, where the Participant is minor) irrevocably agrees to release and hold harmless Digi, and its associate companies, directors, employees, advisors and/or agents from any and all losses, damages, rights, claims and actions of any kind in connection with the Campaign and/or resulting from acceptance, possession, use or misuse of any prize, or travel to or from any prize-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
- 24.15. Digi shall not be responsible for incidents of virus attacks and/or any other malicious software infection to a Participant's mobile phone or device arising as a result of participating in a Campaign.
- 24.16. Digi does not warrant that a Campaign shall be uninterrupted and/or error free. By participating in the Campaign, the Participant hereby acknowledges and irrevocably agrees that Digi shall not in any manner be liable for any interruption and/or error relating to or arising from the Campaign.
- 24.17. "Digi" and any of its trademarks, servicemarks, symbols, and captions are trademarks of Digi and/or its associated companies. Where relevant, third parties' product and service names profiled in a Campaign are trademarks and service marks of their respective companies. Nothing contained herein or in

the Campaign shall be construed as conferring a license of Digi's or the said third parties' intellectual property rights to the Participant or any other party.

- 24.18. Where relevant, a Campaign may make reference to a third party's product and/or service. Nothing shall be construed as Digi endorsing the use of any third parties' product or service by the Participant and the use thereof shall be at the Participant's own risk and Digi shall not be liable for the same.
- 24.19. The Participant hereby irrevocably agrees and gives consent to Digi to use the information or publish any related matter connected to the entries including and not limited to the Participant's name, and photographs for current and future advertising and promotional purposes, without additional consideration and limitation in time or territory and in any media. Where a Participant's entry(ies) for a Campaign contains data belonging to a third party, the Participant shall obtain consent of the third party prior to submission of entry(ies). Unless otherwise stated, all entries of the Campaign shall become the property of Digi.
- 24.20. These general terms and conditions for Digi Campaigns and the specific terms and conditions set out in each Campaign shall be governed by Malaysian law and be subject to the exclusive jurisdiction of the courts of Malaysia.

25. Fair Usage Policy

25.1. Introduction

- 25.1.1. This Fair Usage Policy ("**Policy**") sets out an acceptable level of conduct between CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)] ("**Digi**") and its registered customers ("**Customers**") using the internet services provided by Digi ("**Digi Internet Services**"). Digi believes that all Internet users including Customers should be responsible in their usage and how it affects other users.
- 25.1.2. Whilst connection is "always on" for each Customer, the available bandwidth is shared by all Customers active at a particular point in time. A small portion (about 5-10%) of Customers use a very large portion (about 70-80%) of bandwidth based on Digi's data and that from other Internet service providers.

- 25.1.3. To overcome this biasness, this Policy is in place to ensure all Customers have a good experience.
- 25.1.4. Digi may, from time to time, change this Policy without further notice to its Customers. Please visit the Digi Internet web page periodically to review any changes made to this Policy.
- 25.1.5. This Policy supplements the **Digi Internet Terms & Conditions** and the **General Terms & Conditions**.

25.2. Unlawful Activities

- 25.2.1. In using the Digi Internet Service and/or any other internet access service that may be provided by Digi, Customers must conform to and not violate any laws, particularly the laws of Malaysia, any order, regulation or industry code of practice.
- 25.2.2. The Customers will also not permit the Digi Internet Services be used for any illegal purposes and /or furtherance of any illegal purposes as well as ensure that any usage will not discredit Digi ("**Improper Usage**").
- 25.2.3. Improper Usage includes but are not limited to, NOT carrying out the following activities:
 - sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
 - using for commercial purposes, unless customers are on the "Enterprise" Packages;
 - sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters;
 - knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses,

corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Digi or any other internet user or person;

- allowing activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- allowing activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
- allowing anything that may disrupt or interfere with Digi's network or services or cause a host or the network to crash;
- launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
- making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large mail attachments;
- circumventing the user authentication or security process of a host or network;
- creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

25.2.4. The Customers will also not permit the Digi Internet Services be used for any illegal purposes and /or furtherance of any illegal purposes as well as ensure that any usage will not discredit Digi ("**Improper Usage**").

25.3. Security

25.3.1. Each Customer must take all reasonable steps to ensure that others do not gain unauthorized access to his/her account and/or prevent a third

party from obtaining access to the network. In this regard, each Customer is responsible for:

- ensuring that his/her User ID and /or password, at all times, remain confidential (where applicable).
- the set-up and security of his/her computer and any servers that they may run on their computer. (where applicable)

25.3.2. Digi may request that the Customer change his/her User ID and/or password if deemed necessary (where applicable).

25.3.3. The Customer shall not disclose his/her User ID and/or password to any third party or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which Customers do not have access rights (where applicable).

25.3.4. The Customer must immediately advise Digi if they become aware of any violation or suspected violation of these provisions.

25.3.5. Digi strongly recommends that Customers protect their computers and/or mobile devices with anti-virus software.

25.4. **General Use of Service and Abuse**

25.4.1. Customers must not use Digi Internet Services to obtain or attempt to obtain access to any computer, systems or network. In particular,

- Users must have permission from the account holder who is a Customer prior to using and /or accessing the Digi Internet Service.
- The Customer must not run port-scanning software on any Digi Internet Service.
- The Customer must not attempt to gain unauthorized access to any computer system.
- The Customer must not undertake any activity that has an adverse effect on the Digi Internet Service or Digi's other Customers.

- 25.4.2. The terms and conditions herein shall be applicable on the internet usage for Postpaid Customers except if the Customer is subscribed to a different data plan.
- 25.4.3. The Customer may not resell or otherwise charge others for the use of their internet connection. This service is for recreational, residential, personal use only and may not be used for operations of an internet service provider.
- 25.4.4. Digi may, at its sole discretion, automatically disconnect the customer's internet session after a period of inactivity, which may vary from 20 minutes to 30 minutes. This automatic disconnection is to allow maximum network performance. (where applicable).

25.5. Fair Usage

- 25.5.1. All Internet packages and plans are provided with an allowance in the form of a quota for Internet access in megabytes (MB) or gigabytes (GB) within a specified validity period. Once the Customer exceeds his/her Internet allowance, the Customer will be automatically charged for further Internet access as specified in the applicable rate plan and/or the Customer's internet access will be limited and switched to 2G speed until the start of the following bill cycle or subscription.
- 25.5.2. Digi does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software/applications. Digi may, at Digi 's discretion, suspend or manage the speed of the Customer 's Internet access if Digi believes the Customer 's Internet usage is excessive, unusual and/or consuming a large amount of bandwidth that affects the quality of the Digi network for other users.
- 25.5.3. Digi Internet Services are provided to Customers solely for the purposes of web surfing, sending and receiving email messages, uploading files and other similar messaging activities, downloading of files and online gaming. Peer-to-peer networking (P2P) and other uses that may adversely affect Digi's network are not permitted on Digi's network.
- 25.5.4. Digi's Internet Services, in particular, may not be used:

- to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting;
 - to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders";
 - to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;
 - for activities adversely affecting the ability of other people or systems to use either Digi's wireless Internet Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DOS) attacks against another network host or individual user;
 - for an activity that connects any device to one or many Internet-enabled devices including and not limited to personal computers, laptops and mobile devices for tethering or the purpose of broadcasting Internet access to multiple devices, unless the customer's plan is explicitly designated for such usage; or (vi) for any other reason that, in Digi's sole and absolute discretion, violates Digi's policy of providing service for individual use.
- 25.5.5. Software and device applications that allow the download of illegal content which Digi prohibits, which is an infringement of copyright and/or intellectual property rights and rightful owners of such copyright and/or intellectual property rights may take measures to prosecute. Each individual download can be traced by the customer's IP address back to the Customer's account with Digi.
- 25.5.6. Digi reserves the right to release customer information pursuant to any copyright (and/or intellectual property right) infringement if it is required to do so by any law, regulatory body or court of law.

25.6. Enforcement on Breach of Policy

- 25.6.1. In respect of the Customers who are in violation of this Policy, Digi may, at its option and discretion, take any responsive action including, but not limited to, having the Customer 's bandwidth managed, Digi Internet Services suspended or terminated (with or without notice as Digi considers appropriate).
- 25.6.2. In order for Digi to enforce this Policy, the Customers authorise Digi to cooperate with other law enforcement and/or regulatory bodies in respect of any investigation for violation of laws, particularly the laws of Malaysia, any order, regulation or industry code of practice and/or any Improper Usage.
- 25.6.3. To report any illegal or unacceptable use of Digi Internet service, please send an email to internetsupport@digicom.my

26. Disclaimer

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