

Protect+ by AppleCare Services ("Add Ons")

Terms of Service

The full terms and conditions governing the selected products and/or services comprise:

- (a) these Protect+ by AppleCare Services terms of service (the "**Terms of Service**");
 - (b) the terms and conditions available at <https://www.celcomdigi.com/devices/protect-plus> (the "**General Terms**"); and
 - (c) the Privacy Notice available at [CelcomDigi Privacy Notice](#) (the "**Privacy Notice**"),
- each of which forms an integral part of the terms applicable to the selected products and/or services (collectively, the "**Terms and Conditions**").

All terms and references used herein shall be the same as the General Terms unless otherwise defined. The Terms of Service and the General Terms shall be read together and interpreted, so far as reasonably possible, to give effect to both. If there is any conflict or inconsistency between the Terms of Service and the General Terms that cannot be resolved by such interpretation, the Terms of Service will prevail to the extent of that conflict or inconsistency.

1. Each Customer (as defined below) agrees that he/she has read and understood the Terms and Conditions and by his or her purchasing/subscribing to the Add Ons, each subscriber agrees to be bound by the Terms and Conditions.
2. CelcomDigi does not guarantee or warrant the availability of the Add Ons and the Customer(s) acknowledges and agrees that the Add Ons is provided on an "as is" basis.
3. CelcomDigi reserves the right to revise, modify and/or change these terms and conditions at any time at CelcomDigi's sole discretion without providing notice to Customers. Continued use of this Add Ons service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Customers are advised to visit this page periodically to review the terms and conditions.
4. CelcomDigi reserves the right, at any time and without prior notice, to decline to provide all or any part of the Add Ons, or to terminate, suspend or block a Customer's access to or use

of the Add Ons and/or any related services, for any reason. In such event, there shall be no claims and / or compensation or whatsoever by the Customer against CelcomDigi for any and all losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of alteration, cancellation, termination or suspension thereof.

5. Add Ons

1. GENERAL

- 1.1. Protect+ by AppleCare Services (the "**Programme**") is offered by CelcomDigi Mobile Sdn. Bhd. ("**Celcom**") and CelcomDigi Telecommunications Sdn. Bhd. ("**Digi**"), collectively referred to as "**CelcomDigi**" ("**CelcomDigi**", or "**we**", or "**us**").
- 1.2. Protect+ by AppleCare Services is a bundled product comprising: (a) a "No Questions Asked" Device Swap and Device Replacement services provided by CelcomDigi; (b) an accidental and liquid damage ("ADLD") insurance product pursuant to which eligible repair and replacement services are facilitated under the Programme; and (c) Hardware Services provided by Apple, including hardware defect coverage and battery service coverage, subject to Apple's applicable terms and conditions.
- 1.3. The Device Swap and Device Replacement services do not constitute an insurance product. Device repairs arising from Accidental Damage and Liquid Damage are provided pursuant to the ADLD insurance coverage underwritten by Tune Insurance Malaysia Berhad ("**Tune**"). Hardware Services are provided by Apple and are subject to Apple's applicable terms and conditions.
- 1.4. By applying for the Programme the Customer agrees to be bound by and act in full compliance with the Terms of Service. Such enrolment is complete when the Customer receives SMS confirming his or her enrolment.
- 1.5. Subject to the terms contained herein, CelcomDigi may decline to provide all or part of the Protect+ by AppleCare Services to a Customer.
- 1.6. CelcomDigi has engaged Bolttech Device Protection Malaysia Sdn. Bhd. and/or its affiliates ("**Service Provider**") to act on its behalf in facilitating and administering the Services under this Programme, including the handling of Service Requests and collection of applicable Service Fees (such terms as specified in Clause 14).

2. DEFINITIONS

For the purposes of this Terms of Service, the following terms shall have the following meanings:

- 2.1. **Apple** means Apple Asia Limited, a manufacturer and distributor of electronic devices, and distributes and provides services to owners and users of Apple-manufactured devices under service plans branded under the moniker of "AppleCare".
- 2.2. **Apple Authorized Service Providers** means third-party service providers that have been authorised by Apple to perform repair, maintenance and other support services for Apple-manufactured devices in accordance with Apple's standards and requirements.

- 2.3. **AppleCare Services** means the AppleCare services as particularized in Clause 12.
- 2.4. **Apple Limited Warranty** means the Apple limited warranty for Apple products as detailed on: <https://www.apple.com/legal/warranty/>.
- 2.5. **Acceptance Date** means the day upon which the Service Request for Device Swap, Device Replacement or Device Repair is successfully submitted and the Service Fees applicable is paid by the Customer to the Service Provider.
- 2.6. **Courier** means a person who: (i) transports Swap or Replacement Devices or the repaired Registered Device to the Customer; (ii) collects Registered Device from the Customer to send it to the warehouse or repairer to fulfil the Service Request.
- 2.7. **Customer** means an applicant who has enrolled for the Services and received an SMS confirming his or her enrolment.
- 2.8. **Device Accessories** means any equipment or anything that is either provided by Apple in the box with a Mobile Device or sold separately to be used with a Mobile Device. It includes: (i) batteries; (ii) ear buds; (iii) charging cables (iv) cases; (v) boxes; (vi) styli; and (vii) mounts.
- 2.9. **Device Repair** means the repair and/or replacement of a Registered Device available under the Programme, whether provided pursuant to the ADLD insurance coverage described in Clause 11 or pursuant to Apple's Hardware Services and AppleCare Services described in Clause 12, depending on the nature of the damage, fault or issue affecting the Registered Device.
- 2.10. **Device Replacement** means the ability to request for a Replacement Device for the Registered Device if the Registered Device is no longer in the Customer's possession.
- 2.11. **Device Swap** means the ability to request a Swap Device in exchange for the Registered Device if the Registered Device is in the Customer's possession.
- 2.12. **Device Purchased Period** means the number of days lapsed since the original Purchase Date by the Customer of the Mobile Device, measured from the calendar day following the Purchase Date.
- 2.13. **Enrolment Date** means the date customer receives notification either through SMS or other means, confirming his or her enrolment into the Programme.
- 2.14. **Foreigner ID** means a valid identification document issued by the Government of Malaysia to a non-citizen, including a passport, Employment Pass, Work Permit, Long-Term Visit Pass, or Dependant's Pass.
- 2.15. **Hardware Services** means the hardware repair, replacement and battery service benefits made available by Apple under the AppleCare Services offering, including coverage for defects in materials and workmanship and battery service coverage. Hardware Services are provided by Apple and are subject to Apple's applicable terms, conditions, repair policies and warranty requirements.
- 2.16. **NRIC** means a valid National Registration Identity Card issued by the Government of Malaysia to Malaysian citizens and permanent residents and includes any other officially issued Malaysian government identification number as may be specified by the Service Provider from time to time.
- 2.17. **Hardware Modification** means any repair and/or modification made to a Registered Device's hardware not undertaken or authorized by Apple.
- 2.18. **IMEI (International Mobile Station Equipment Identity)** means the unique number assigned to each Mobile Device. If a Mobile Device does not have an IMEI, then all references to IMEI

- in these Terms of Service will be read as a reference to the serial number for that Mobile Device.
- 2.19. **Model** means the category of the Registered Device as determined by CelcomDigi and/or the Service Provider for pricing purposes and set out in Clause 14.
- 2.20. **Modification** means Software Modification or Hardware Modification or both.
- 2.21. **Mobile Device** means an Apple iPhone, Apple iPad, Apple Watch or Apple AirPods/Beats. It does not include any Device Accessories except for the charging cable.
- 2.22. **Mobile Plan** means the designated CelcomDigi postpaid mobile subscription plan associated with the Customer's enrolled Phone Number and approved by CelcomDigi for participation in the Programme.
- 2.23. **Phone Number** means the mobile telephone number issued by CelcomDigi and associated with the Mobile Plan under which the Customer is enrolled in the Programme.
- 2.24. **Purchase Date** means the date of purchase of the Registered Device.
- 2.25. **Prohibited ID** means a NRIC or a Foreigner ID of the Customer for which the Programme Providers has terminated the Services or decided to deny enrolment in the Services.
- 2.26. **Programme Fee** has the meaning given to it in Clause 14.1.
- 2.27. **Programme Duration** means the term of the Programme enrolled by the Customer, which could either be monthly renewable basis, 12 Months and 24 Months.
- 2.28. **Primary Device** means the Apple iPhone enrolled under the Programme and associated with the Customer's enrolled Mobile Plan and Phone Number and purchased by the Customer from a Sales Channel.
- 2.29. **Registered Device** means a Primary Device or Secondary Device enrolled under the Programme.
- 2.30. **Registered Device Price as of Purchase Date ("Device RRP")** means the full recommended retail purchase price (RRP) of the Registered Device (including Tax if any) on the Purchase Date of the Registered Device, as determined and notified by CelcomDigi.
- 2.31. **Repair Service Fees** means the service fees stated in Clause 14 of these Terms of Service.
- 2.32. **Replacement Device** means an Apple manufactured genuine device which is either new or comprised of new and/or previously used genuine Apple parts that have been tested and has passed Apple functional requirements, and it shall be deemed the new Registered Device after being delivered to the Customer, but as compared to the original Registered Device, it can be either:
- (a) Of identical brand, model, color and memory capacity ("**Like-for-Identical**")
 - (b) Of identical brand, model and memory capacity, but of different color ("**Like-for-Like**")
 - (c) Has a different IMEI;
 - (d) Is not provided in Apple's original packaging; and
 - (e) Does not include any Device Accessories.
- 2.33. **Replacement Service Fee** means the fee payable by the Customer for a Device Replacement Service Request as set out in Clause 14.
- 2.34. **Sales Channel** means any sales channel in Malaysia designated by CelcomDigi from time to time through which Mobile Devices may be purchased.
- 2.35. **Swap Device** means an Apple manufactured genuine device which is either new or comprised of new and/or previously used genuine Apple parts that have been tested and has passed

Apple functional requirements, and it shall be deemed the new Registered Device after being delivered to the Customer, but as compared to the original Registered Device, it can be either:

- (a) Of identical brand, model, color and memory capacity ("**Like-for-Identical**")
 - (b) Of identical brand, model and memory capacity, but of different color ("**Like-for-Like**")
 - (c) Has a different IMEI;
 - (d) Is not provided in Apple's original packaging; and
 - (e) Does not include any Device Accessories.
- 2.36. **Secondary Device** means an Apple iPad, Apple Watch or Apple AirPods/Beats device enrolled by the Customer under the Programme as an ancillary device to the Primary Device.
- 2.37. **Services** means the Protect+ by AppleCare Services comprised of the Device Swap, Device Replacement, Screen Replacement and Device Repair (as defined in Clauses 9, 10, 11 and 12).
- 2.38. **Service Request** means a request for the Services made in accordance with these Terms of Service which include Device Swap, Device Replacement, Screen Replacement or Device Repair.
- 2.39. **Service Provider** means Bolttech Device Protection Malaysia Sdn Bhd., Bolttech Services Malaysia Sdn. Bhd. and/or its affiliates
- 2.40. **Service Fee(s)** means the applicable fee payable by the Customer for the requested service, including (as applicable) the Swap Service Fee, Replacement Service Fee, Screen Replacement Service Fee or Repair Service Fee.
- 2.41. **Swap Service Fees** means the fee payable by the Customer for a Device Swap Service Request as set out in Clause 14.
- 2.42. **Software Modification** means modification made to a Registered Device's operating system not undertaken or authorized by the Apple and includes software modification known as 'jail-breaking' and 'rooting'.
- 2.43. **Website** means the Programme service portal at [Protect+ by AppleCare Services](#) showing the details of the Services, Programme Fee, Swap Service Fees, Replacement Service Fee, Screen Replacement Service Fee, Repair Service Fees, the Terms of Service for the Programme and other details, and where a Customer can request certain Service-related assistances, etc.

3. PROVISION OF SERVICES

- 3.1. A Service Request for a Device Swap, Device Replacement, Screen Replacement or Device Repair should be made in accordance with these Terms of Service.
- 3.2. As part of this contract, you are eligible for AppleCare Services with terms stated as per Clause 12 below.

4. ELIGIBILITY TO APPLY

- 4.1. To qualify for the Programme and its Services, the following conditions must be satisfied:
 - (a) the Customer must:

- (i) be on a Mobile Plan of CelcomDigi, registering under the name of or represented by a natural person only who must be the registered owner of the Mobile Plan or any end user (being CelcomDigi subscriber and non-subscriber) who have purchased a Primary Device on outright basis from CelcomDigi Sales Channel;
 - (ii) have a Registered Device;
 - (iii) not be in default of any mobile service payment obligations to CelcomDigi;
 - (iv) buy a Mobile Device (of the brand and model as designated by CelcomDigi only) from Sales Channels as designated from time to time by CelcomDigi and use such Mobile Device with the Phone Number;
 - (v) not have been previously rejected or terminated from the Services or service similar to the Services;
 - (vi) should not be otherwise ineligible for the Services in our sole discretion. The Service Providers reserve the right to decline the application, and will inform the Customer by SMS, telephone or email within 7 working days from the date of application if declined;
- (b) the Registered Device must:
 - (i) be either an Apple iPhone (Primary Device), Apple iPad, Apple Watch and Apple AirPods/Beats (Secondary Device), limited to one (1) device per category;
 - (ii) have been purchased new in Malaysia, where the Apple iPhone must be purchased directly from CelcomDigi;
 - (iii) have been manufactured or distributed in Malaysia;
 - (iv) be used solely for personal use and not for commercial or profit-generating purposes;
 - (v) Not older than sixty (60) days old in Device Purchased Period;
 - (vi) Not been subject to any Modification; and
 - (vii) at all times have been used in accordance with Normal Use;
- (c) the IMEI must:
 - (i) be valid, verifiable, and clearly identifiable; and
 - (ii) be physically present on the device at the time of the Service Request;
- (d) the Registered Device must:
 - (i) remain in the Customer's possession; and
 - (ii) not be the subject of another ongoing Service Request;
- (e) The Registered Device must not be repaired by any unauthorized repairer. Any such repair may result in rejection of a Service Request; and/or
- (f) the Manufacturer's Warranty must not have been voided due to the Customer's actions.

5. HOW TO ENROLL

- 5.1. Protect+ by AppleCare Services can be enrolled during device purchase via CelcomDigi website or at all authorized Sales Channel.
- 5.2. The Primary Device can be enrolled at any Sales Channels unless otherwise indicated by CelcomDigi.
- 5.3. A Secondary Device may be enrolled only if: (a) it is purchased together with the Primary Device through a Sales Channel; or (b) it is enrolled through the service portal at <https://protectplus.bolttech.my> Upon enrolment in the Programme, CelcomDigi and/or the Service Provider will record the IMEI of the Registered Device or, where the Registered Device does not have an IMEI, its serial number, for the purposes of administering the Programme and verifying Service Requests.

6. START DATE

- 6.1. The Customer will be enrolled for the Programme at the point of purchase of said Programme, subject to the eligibility requirements set out in Clause 4 above.
- 6.2. Upon successful receipt of the Primary Device, the customer shall receive confirmation of the Programme subscription via SMS and email within seven (7) Working Days.

7. TERMS AND USE OF SERVICES

- 7.1. One Customer is eligible to enroll for the Services for up to one (1) Primary Device and three (3) Secondary Devices (each a "Registered Device").
- 7.2. In the case the Customer holds a Foreigner ID, said Customer must be physically present in Malaysia at the time of requesting a Device Swap or Device Replacement.
- 7.3. The Customer may enrol in the Programme under either: (a) a Monthly Plan; or (b) a 12-month Upfront Payment Plan; or (c) a 24-month Upfront Payment Plan
- 7.4. For a Monthly Plan, in case the Customer fails to pay CelcomDigi within thirty (30) days from the payment due date, the Customer's Phone Number will be suspended by CelcomDigi due to overdue payment. The Customer will not be able to make a Service Request until the Customer pays CelcomDigi and the suspension of the Phone Number is lifted and reactivated. If the Customer fails to pay CelcomDigi within sixty (60) days from the payment due date, the Services will be terminated by CelcomDigi without any prior notification to the Customer.
- 7.5. The Customer acknowledges that it is their responsibility to back up and/or delete all data stored on the Registered Device prior to submitting a Service Request. CelcomDigi, Tune and/or the Service Provider shall not be liable for any loss, damage, corruption, disclosure, or transfer of data or information stored on the Registered Device, nor for any failure to transfer such data to any replacement or repaired device. Any data remaining on the Registered Device or transferred between devices is done entirely at the Customer's own risk.
- 7.6. The Customer acknowledges that the Customer is responsible for the Customer's own device passwords (including the Customer's Apple ID). CelcomDigi and/or the Service Provider is not liable if the Customer loses or does not have access to any required passwords.

- 7.7. The Customer shall not transfer ownership, possession, or control of the Registered Device during the Programme Duration. Any transfer in breach of this clause shall constitute a material breach of these Terms of Service. Upon such transfer, the Customer shall immediately cease to be eligible for the Services and CelcomDigi and/or the Service Provider may reject any pending or future Service Requests and/or terminate the Customer's enrolment in the Programme with immediate effect. For the avoidance of doubt, no Programme Fee, Service Fee or other amounts paid by the Customer shall be refundable in the event of such termination.
- 7.8. Upon completion of a Device Swap or Device Replacement Service Request, all ownership rights, title and interest in the original Registered Device shall automatically transfer to the Service Provider. The provision of the Swap Device is full consideration for this transfer. The Service Provider shall be entitled to exercise all rights of ownership in respect to such original Registered Device, including disposal. The Customer acknowledges and agrees that the Service Provider reserves all rights, including any civil and criminal remedies, to protect its interests in the original Registered Device.
- 7.9. These Terms of Service may be amended from time to time, and you agree that your use of the Service shall constitute your acceptance of these Terms of Service and their amendments.

8. SERVICE REQUEST FOR DEVICE SWAP, DEVICE REPLACEMENT, SCREEN REPLACEMENT OR DEVICE REPAIR

- 8.1. The Customer may request a Device Swap, Device Replacement or Device Repair in the following channels:
- (a) Request for a Device Swap or Device Replacement via the Programme's service portal where the Customer's Registered Device will be collected in exchange for a Swap Device to be delivered to the Customer; or
 - (b) Request for a Device Replacement via the Program's Service Portal where the customer's Registered Device will not be required to be collected for a Replacement Device to be delivered to the customer; or
 - (c) Request for a Device Repair via the Programme's service portal where the Customer's Registered Device will be collected for repair and returned to the Customer; or
 - (d) Make an appointment at support.apple.com/en-my/iphone/repair to access Carry-in repair service at Apple Stores and Apple Authorized Service providers under AppleCare Services.
- 8.2. The Customer agrees to provide the following information for verification and confirmation purposes: (i) Phone Number; (ii) Registered Device IMEI; (iii) first and last name; (iv) address; (v) Copy of NRIC or the Foreigner ID, as applicable, as proof of identity issued by competent government authority; and (vi) any other information, including a Service Request confirmation form, as requested by CelcomDigi and/or the Service Provider. The Service Provider and/or CelcomDigi reserves the right to refuse provision of Services if a customer provides incorrect or incomplete information.
- 8.3. The Registered Device identified under the Programme (as recorded by its IMEI in CelcomDigi's and/or the Service Provider's records) shall not be changed, substituted or replaced, except in the following circumstances:

- (a) where a replacement device is issued to the Customer pursuant to a completed Device Swap or Device Replacement Service Request; or
 - (b) where the Registered Device is replaced under a manufacturer's warranty provided by Apple or the Service Provider with a device of the same or equivalent model, provided that, in the case of sub-paragraph (b), the Customer shall promptly notify the Service Provider of such replacement and provide reasonable proof of the exchange. Upon verification by the Service Provider, the replacement device shall be recorded (by its IMEI) and deemed to be the Registered Device for the purposes of these Terms of Service. If the Customer fails to notify the Service Provider or provide proof of the replacement as required under Clause 8.3(b), the Service Provider may suspend or reject any Service Request until such information has been provided and verified to its satisfaction.
- 8.4. While making a Service Request for a Device Swap or Device Replacement, the Registered Device cannot be the subject of another Service Request for a Device Swap, Device Replacement or Device Repair.
- 8.5. For the Monthly Subscription plan, the Customer shall have an active Phone Number (which is not subject to suspension) associated with the enrolled Phone Number on CelcomDigi's network with no outstanding Product Fee, mobile service bill or any payment with CelcomDigi for a CelcomDigi subscriber on a monthly subscription plan. The Registered Device must have been used in association with the Phone Number.
- 8.6. The Service Provider may ask the Customer about the condition of the Registered Device purely for informational purposes to better facilitate the Services.
- 8.7. For Device Swap and Device Replacement, the Customer shall receive only the Swap or Replacement Device and no Device Accessories. In case the battery of the Registered Device cannot be removed from its body, the Customer shall receive the Switch or Replacement Device including the battery.
- 8.8. At the time of submitting a Service Request for a Device Swap or Replacement, the Service Provider shall inform the Customer of the Mobile Device to be provided as the Swap or Replacement Device.
- 8.9. When the Customer requests a Device Swap or Replacement, the Service Provider will endeavor to provide the Customer with a Like-for-Identical Swap or Replacement Device. In any case, the Customer will also have the right to choose a Like-for-Like Device for Swap or Replacement Device, if available.
- 8.10. CelcomDigi and/or the Service Provider, in its sole and absolute discretion, determines which Swap or Replacement Devices are available to the Customer. If it is available, the Customer will be offered a Like-for-Identical or Like-for-Like device option. Otherwise, they will be offered a comparable device of the same generation, with similar RRP or current market value, have same or similar functionality, have the same frequency band, have similar memory size and be of similar launch date as the Registered Device. The selection available to the Customer may vary depending on the moment in which the Service Request is made. In any case, the Customer will not be able to request a model of a higher range and price than those of the Registered Device at the time of its purchase and no option will be provided by the

- Service Provider to replace the Registered Device with a Swap or Replacement Device that is more advanced in generation and / or with superior technical and functional characteristics.
- 8.11. CelcomDigi and the Service Provider shall be deemed to have discharged their obligation to provide a Swap or Replacement Device to the Customer as long as the Service Provider offers the Customer a Swap or Replacement Device in accordance with these Terms of Service.
- 8.12. If CelcomDigi and/or the Service Provider reasonably believes that the Customer is using the Services in a manner which is: (i) fraudulent, illegal or related to any criminal activity; or (ii) intended to make a commercial gain, the Service Provider and CelcomDigi reserves the right to reject the provision of Services to the Customer.

9. TERMS FOR A DEVICE SWAP

- 9.1. The Customer must be compliant with these Terms of Service in order to make a Service Request.
- 9.2. The Customer is not required to prove the Registered Device is defective or damaged. The Device Swap is a no questions asked service, where the Customer does not have to provide any reason for why they request a Device Swap.
- 9.3. The Customer shall receive the Swap Device with no Device Accessories.
- 9.4. The Customer must turn off or remove any personal lock security feature (e.g. Find My iPhone) on the Registered Device before returning such Registered Device to the Courier. If the Customer making a Service Request for a Device Swap does not turn off the personal lock security feature CelcomDigi and/or the Service Provider may cancel the Service Request.
- 9.5. The Customer must deliver the original Registered Device with the IMEI matching the original Registered Device to the Courier and agrees that the title to the original Registered Device as well as all rights and benefits, if any, such as a right under the warranty of Apple, shall be transferred to the Service Providers as from the Acceptance Date. The Customer agrees that the delivery of the Swap Device is sufficient consideration for the transfer of title (ownership) and other rights in the original Registered Device to the Service Provider and the Service Provider can take any action consistent with the ownership of the original Registered Device including disposing of that device outside of Malaysia.
- 9.6. In case the Service Provider (i) receives a returned Registered Device which cannot display an IMEI or (ii) finds later that the Customer has returned a Mobile Device other than the Registered Device to the Courier, the Customer must return the Registered Device to the Service Provider, at the Customer's cost, within seven (7) days of the date of Customer's receipt of the Swap Device from Courier. If the Customer fails to do so within such period, CelcomDigi and/or the Service Provider may charge an additional Swap Service Fee of up to 80% of the Device RRP and have the unfettered right to retain and dispose of the Mobile Device received. You cannot submit any subsequent service request until the additional Swap Service Fee has been paid.
- 9.7. If the Service Provider finds later that the Registered Device that the Customer tendered to the Courier or returned via the Courier has been subject to Modification, then CelcomDigi and/or the Service Provider will at its sole discretion: (i) charge an additional Swap Service Fee of up to 80% of the Device RRP; or (ii) where returned via the Courier, return to the

Customer at the Customer's cost the original Registered Device tendered to the Courier. The Customer must also return to the Service Provider the Swap Device provided for the Device Swap request. The Device Swap request will be considered cancelled. The Service Provider will refund to the Customer the Swap Service Fee paid upon receipt of the Swap Device.

- 9.8. Once the Customer gives the Customer's Registered Device to the Service Provider, either directly or via the Courier, CelcomDigi and/or the Service Provider will not be able to guarantee the return of the Customer's Registered Device, any data stored on the Customer Registered Device or the return of any of the Customer's Device Accessories given to the Service Provider with the Registered Device. In the event that the Customer's Registered Device or Device Accessories are given to the Service Provider, and the Service Provider is able to return the Customer's Registered Device or Device Accessories, **the Customer will bear all of the Service Provider's costs of returning** the Customer's Registered Device or Device Accessories.

10. TERMS FOR A DEVICE REPLACEMENT

- 10.1. The Customer's ability to make a Service Request for a Device Replacement requires the Customer to be compliant with these Terms of Service.
- 10.2. The Customer is not required to prove the loss of the Registered Device, including any police reports. The Device Replacement is a no questions asked service, where the Customer does not have to provide any reason for why they request a Device Replacement.
- 10.3. The Customer shall receive the Replacement Device with no Device Accessories.

11. TERMS FOR ACCIDENTAL DAMAGE AND LIQUID DAMAGE REPAIR & OTHER DEVICE REPAIR INCLUDING SCREEN REPLACEMENT

- 11.1. The coverage for Accidental Damage and Liquid Damage (ADLD) under the Programme is provided, for a fee, pursuant to a group insurance policy ("**Policy**") that CelcomDigi has purchased from Tune. CelcomDigi is the master policyholder of ADLD Policy. By purchasing Protect+ by AppleCare Services, you are enrolled as an insured under that Policy, and your rights to make ADLD claims are assigned to Apple in connection with the Programme. Tune has authorized the Service Provider (and/or its affiliates or subcontractors) to provide and undertake the repair or replacement of your device pursuant to any claims you have for ADLD, and to administer and submit ADLD claims under the Policy to Tune, in accordance with the claims protocol which the Service Provider has agreed with Apple. Tune shall reimburse the Service Provider subject to the terms and conditions of the Policy.
- 11.2. CelcomDigi is not a licensed insurance intermediary nor insurer and does not provide any advice in relation to the insurance coverage provided by Tune under the Policy. Tune is licensed under the Financial Services Act 2013 (FSA). Please refer to the terms and conditions set out in the applicable Policy issued by Tune that can be found at <https://www.celcomdigi.com/devices/protect-plus>. In the event of any inconsistency between these Terms of Service and the terms of the in respect of the ADLD insurance coverage, the terms of the Policy shall prevail to the extent of such inconsistency. For any

device insurance related feedback, disputes or complaints, you may reach out to Tune via email : hello.my@tuneprotect.com, or contact 1-800-88-5753 or by post to Level 8, Wisma Capital A, 19 Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia.

- 11.3. The Device Repair is available for you in the following channels, you may either:
- (a) Choose to access Carry-in repair service at Apple Stores and Apple Authorized Service Providers under AppleCare Services. Please make an appointment for repair at <https://support.apple.com/en-my> or
 - (b) Choose to have your Registered Device collected and returned to you at a specified time and place in Malaysia by making a Device Repair Service request via the online Service Portal at <https://protectplus.bolttech.my>. Please note that the timing of the collection and return of your Registered Device is subject to the availability of replacement parts/stock and schedule of our appointed delivery personnel. Delivery personnel will verify identity at the time of collection and return of your Registered Device by requesting that you or the device recipient present a valid identification document such as NRIC, or valid Foreigner ID (passport, work permit and certificate of residence). CelcomDigi and/or the Service Provider reserve the right to charge the Customer an additional delivery fee if the recipient is not present at the designated place of delivery, or if the recipient is unable to prove his or her identity.
- 11.4. CelcomDigi have appointed authorized service providers who will collect/deliver your device to Apple or Apple Authorized Service Providers who will carry out repair and/or replacement of any defective components in your Registered Device, subject to the Terms of Service herein.
- 11.5. **To be eligible for the Device Repair**, (i) the Registered Device must be an Apple iPhone model; and (ii) the Registered Device is not subject to any manufacturer recall.
- 11.6. Your Registered Device model must also be assessed by Apple or Apple Authorized Service Providers to be suitable for the Device Repair.
- 11.7. As part of this Device Repair, you are also eligible for AppleCare Services as stated in Clause 12 below subject to the applicable charges as mentioned herein.
- 11.8. Your Registered Device (including the operating system) must not be modified in any manner since the purchase of your device. Before the handover of your Registered Device for repair, you must:
- (a) Backup all content and data from your Registered Device. The Device Repair Service may result in deletion of Registered Device data and user content, and the Registered Device may be reset to its factory default settings;
 - (b) Disable all device locks (including Find My iPhone) on your Registered Device; and
 - (c) Remove any accessories, SIM cards, SD cards, pen stylus or screen protectors from your Registered Device and not provide any of these to the Apple Authorized Service Providers.
- 11.9. **The fee for Device Repair** is set out in the tables in Clause 14 below and varies according to the scope of the repair.
- 11.10. **Screen Replacement:** Replacement of the mobile device's front screen or back glass. Back Glass-Only repair is not available on iPhone SE and iPhone models released prior to iPhone

12. Screen-Only or Back Glass-Only Repair Service Fee ("Screen Replacement Service Fees") are payable per service request, whichever applicable. If both screens or back glass are replaced, both the Screen-Only and Back Glass-Only Repair Service Fees are payable.
- 11.11. **Other Repairs:** If there are additional repairs required beyond the front or back screen, you may request for Other Repairs in which the Other Repair Service Fee is payable by you. If you have paid for the Screen Replacement Service Fee, the difference between the Screen Replacement Service Fee paid and the Other Repair Service Fee is payable by you.
- 11.12. If the device is deemed not repairable, a **Whole Unit Exchange Device** may be provided to you which is either new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements, of identical model, color and memory capacity and subject to payment of Other Repair Service Fee. Notwithstanding that, the Service Provider or Apple and Apple Authorized Service Providers reserve the right to decide whether to proceed with the Device Repair and may decline to repair for any reasons, such as if the Registered Device suffers damage caused by reckless, abusive, willful or intentional conduct, or if any usage is in a manner not normal or as intended by the Service Provider or Apple and Apple Authorized Service Providers, or if it has been subjected to modification or alteration by a third party other than by Apple and Apple Authorized Service Providers.
- 11.13. You can cancel the Device Repair service request by contacting the Service Provider's Call Center before the Device Repair process begins, in which case the unrepaired Registered Device will be returned to you (with the relevant Repair Service Fee refunded to you in full if paid). When there has been a Whole Unit Exchange, you acknowledge that the Registered Device or its parts (if any) will be returned to the Service Provider or Apple, and all ownership, title or interest to such device/parts will be transferred to the Service Provider or Apple, and they can take any action consistent with the ownership of the original Registered Device including disposing of that device outside of Malaysia.

12. AppleCare Services

- 12.1. The AppleCare Services available under the Programme include repair, replacement and support services that may be provided pursuant to different coverage components of the Programme. Certain repair services may be provided pursuant to the ADLD insurance coverage described in Clause 11, while other repair services, including Hardware Services and battery service benefits, are provided by Apple pursuant to Apple's applicable terms and conditions. The applicable coverage basis for a repair will depend on the nature of the issue affecting the Mobile Device. For the avoidance of doubt, repair services available through the AppleCare Services offering may be provided either pursuant to the ADLD insurance coverage described in Clause 11 or pursuant to Apple's Hardware Services coverage, depending on the nature of the damage or fault. Hardware Services, battery service benefits, warranty rights, eligibility requirements, exclusions and repair procedures remain subject to [Apple's applicable terms and conditions](#).
- 12.2. As part of this contract, the Customer is eligible for AppleCare Services which includes:

Hardware Services and Repairs¹ Unlimited repairs and free battery service if it retains less than 80% of its original capacity	Unlimited Primary Device repair and two (2) repairs for each Secondary Device(s), subject to the applicable coverage basis and service fees as specified in Clause 14 below.
	Battery service coverage
	Included accessories in original packaging
Service and Support One stop for support to minimize the amount of time without your iPhone	Carry-in repair service at Apple Stores and Apple Authorized Service providers
	Same-day repair service in most major metropolitan areas worldwide ²
	Apple-certified repair or replacement with genuine Apple parts
	Direct access to Apple experts via chat through https://support.apple.com/en-my Or Call Center: Malaysia: 1-800-803-638 Outside Malaysia: https://support.apple.com/contact to locate your local Apple Support number
Software Support Get priority access to Apple experts for support using iOS and more	24/7 priority access to Apple Support through https://getsupport.apple.com
	Using iOS and iCloud
	Connecting to wireless networks
	Questions about Apple-branded iPhone apps such as FaceTime, Mail and Calendar

¹ Service coverage is available for Primary Device and Secondary Device(s) (i.e. Apple iPhone, Apple iPad, Apple Watch, Apple AirPods/Beats) and its original included accessories, or for batteries that retain less than 80 per cent of their original capacity.

²Same-day service availability and options may vary by region and device model. For international service, Apple may repair or replace your device and device parts with a comparable device model or parts that comply with local standards. Service coverage is subject to Terms of Service.

³Local call charges may apply. Telephone numbers and hours of operation may vary and are subject to change. International call charges may apply for calling outside Malaysia

12.3. The Hardware Services and battery coverage described below are provided by Apple as part of AppleCare Services and are subject to Apple's applicable terms and conditions, repair policies, warranty terms and eligibility requirements. Customers should refer to Apple's terms and conditions for full details of the coverage, exclusions, repair procedures and replacement device entitlements.

(a) **Hardware Services:** Subject to Apple's applicable terms and conditions, Hardware Services provide coverage for defects in materials and workmanship affecting the Mobile Device and the charging cable included in the original packaging. Where Apple determines that the Mobile Device is not repairable, Apple may provide a replacement device which may be new or comprised of new and/or previously used genuine Apple parts that have been tested and passed Apple's functional requirements, with identical or substantially equivalent specifications. No Service Fee is payable for Hardware Services.

(b) **Battery coverage:** Subject to Apple's applicable terms and conditions, battery replacement is available where the battery retains less than 80% of its original capacity. No Service Fee is payable.

12.4. The AppleCare Services runs from the Enrolment Date of the Programme. When available, the customer can have their Mobile Device repaired using AppleCare Services. AppleCare Services are available in any Apple Store or via any Apple Authorised service providers in Malaysia. These services are also available in some other countries. For more information on which countries provide these services, the Customer should contact Apple Support as per touchpoints above. If the Customer uses these services outside Malaysia, then the currency and charges of that country will apply and the Apple Store or Apple Authorised Service Providers may repair or exchange parts or products with locally comparable equivalents. Device Accessories except for the charging cable that is included in the packaging with Mobile Device are not eligible for AppleCare Services.

13. LIMITS FOR THE SERVICES

13.1. Subject to these Terms of Service, the Customer is eligible to make Service Requests for a Device Swap, Device Replacement, Screen Replacement and/or Device Repair as follows:

Primary Device

- (a) Device Swap & Device Replacement: Three (3) Device Swap or Device Replacement Requests per rolling twelve (12) months.
- (b) Device Repair: Unlimited Device Repair including Screen Replacement Service Requests during the Programme duration.

Secondary Device

- (a) Device Swap: One (1) Device Swap Request per rolling twelve (12) months.
- (b) Device Repair: Two (2) Device Repair including Screen Replacement (for eligible device) Service Requests per rolling twelve (12) months .

14. FEES

- 14.1. Programme Fees and Service Fees for the Programme are as set out below. CelcomDigi may update these fees from time to time at its sole discretion; the Programme Fee applicable to you will be the fee shown at the time you enrol in the Programme, and the Service Fee applicable to each Service Request will be the fee shown in the Programme portal at the time you submit that Service Request.
- 14.2. The Customer agrees to pay the relevant fee as set out in the schedule below (or as updated or notified by CelcomDigi from time to time) according to the Model, make and model of the Registered Mobile Device the Customer has enrolled in ("Programme Fee"). The Programme Fees and Service Fees set out below will be payable regardless of any change of the Registered Mobile Device's make, model and recommended retail price due to a Device Swap or Device Replacement request.

(a) Programme Fees

Band	iPhone Model	Monthly	12 months	24 months
		RRP without SST	RRP without SST	RRP without SST
1	E Series	RM50.00	RM509.00	RM999.00
2	Base	RM57.00	RM659.00	RM1,289.00
3	Plus	RM63.00	RM709.00	RM1,389.00
4	Pro, Pro Max and Air	RM66.00	RM779.00	RM1,499.00

(b) Service Fees

The Customer agrees to pay the Swap Service Fee, Replacement Service Fee, Hardware Service & Battery Replacement Service Fee Screen Replacement Service Fee or Other Repair Service Fee as set out in the schedule below according to the Model, make and model of the Mobile Device. Payment will be made directly to the Service Provider at the time the Customer makes a Service Request.

The Service Provider will directly collect the Service Fee from the Customer as applicable.

Primary Device

Band	Model	Device Swap Service Fee	Device Replacement Service Fee	Hardware Service & Battery Replacement Service Fee	Front Screen or Back Glass Replacement ¹ Service Fee	Other Repair Service Fee (including whole-unit-exchange if device is irreparable)
1	E Series	RM440	RM880	Waived	RM139 RM278 for both front screen & back glass	RM469
2	Base	RM700	RM1,400			
3	Plus	RM1,000	RM2,000			
4	Pro/Pro Max/ Air	RM1,000	RM2,000			

¹Back Glass-Only Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is only available for iPhone 16 generation and above.

Secondary Device

Band	Model	Device Swap Service Fee	Hardware Service & Battery Replacement Service Fee	Front Screen Replacement ¹ Service Fee	Both Front Screen & Back Glass Replacement ¹ Service Fee	Other Repair Service Fee (including whole-unit-exchange if device is irreparable)
1	Apple iPad	RM700	Waived	RM139	n/a	RM469
2	Apple Watch	RM440		n/a	n/a	Ultra & Edition: RM379 Others: RM329
3	Apple AirPods/ Beats	RM440		n/a	n/a	RM139

15. APPLE WARRANTY FOR THE SWAP OR REPLACEMENT DEVICE AND THE REPAIR DEVICE

15.1. Apple Warranty for Swap or Replacement Device

- (a) The Customer is entitled to Apple Limited Warranty provided by Apple for any Swap or Replacement Device provided by the Service Provider.
- (b) Please refer to <https://www.apple.com/legal/warranty/> for the Apple Limited Warranty coverage.
- (c) Within seven (7) days upon receipt of the Swap or Replacement Device, in the event the Swap or Replacement Device received by customer is confirmed to be Dead on Arrival (DOA) by Apple where the Swap or Replacement Device cannot be powered on, the Customer may contact the Service Provider via the Call Center. The Service Provider will provide another Mobile Device as the Swap or Replacement Device to the Customer upon receiving the original Swap or Replacement Device that is deemed DOA.
- (d) For any hardware malfunctions normally covered under Apple Limited Warranty occurring on the Swap or Replacement Device (excluding those arising under accidental & water damage), the Customer may make a warranty claim from Apple.
- (e) The Customer acknowledges that if it is determined that the Customer has made an Apple Limited Warranty claim under Clauses 15.1 (b) and 15.1 (c) above with respect to the Swap or Replacement Device, this will not count towards Customer's limits under the Programme Duration, and no Service Fees will be due. The Customer acknowledges that if it is determined that the Customer has made an invalid Apple Limited Warranty claim under Clause 15.1 (b) and 15.1 (c) above or the returned Mobile Device has no malfunction or defect, either the Mobile Device will be returned to the Customer, or the Customer will be charged a Swap or Replacement Service Fee, and such Swap or Replacement will count towards Customer's limits.
- (f) The Customer acknowledges that the Customer's future Apple Limited Warranty claims may be rejected if the Customer has previously made any invalid Apple Limited Warranty claims under Clause 15.1 (b) and ,15.1 (c) above. In any case, the Mobile Device provided under an Apple Limited Warranty claim will be based on the specifications of the Swap or Replacement Device.
- (g) The Customer may exercise the right to make an Apple Limited Warranty claim for the Swap or Replacement Device if the Customer has no outstanding Service Fees and payment for the Programme Fee.

15.2. Apple Warranty for Repaired Device

- (a) The Customer is entitled to a warranty from Apple for any Device Repair service provided by Apple ("Apple Warranty").
- (b) For any hardware malfunctions normally covered by Apple Warranty occurring on the repaired Registered Device (excluding physical & water damage), the Customer may make a warranty claim from Apple.

- (c) The Apple Warranty obligation period for the repaired Registered Device is ninety (90) days and starts upon the Customer's receipt of the repaired Registered Device.
- (d) The Customer acknowledges that if it is determined that the Customer has made a warranty claim under Clauses 15.2 (b) and 15.2 (c) above with respect to the repaired Registered Device, this will not count towards Customer's limits under the Programme Duration, and no Service Fees will be due. The Customer acknowledges that if it is determined that the Customer has made an **invalid Apple Warranty claim** under Clause 15.2 (b) and 15.2 (c) above, the Registered Mobile Device will be returned to the Customer, and the Customer will be charged for any delivery cost incurred.
- (e) The Customer acknowledges that the Customer's future warranty claims may be rejected if the Customer has previously made any invalid warranty claims under Clause 15.2 (b) and 15.2 (c) above. In any case, the Mobile Device provided under an Apple Warranty claim will be based on the specifications of the Swap Device.
- (f) The Customer may exercise the right to make an Apple Warranty claim for the Repaired Device if the Customer has no outstanding Service Fees and payment for the Programme Fee.

16. TERMINATION BY CUSTOMER

- 16.1. For the Monthly Plan, Customer is entitled to terminate the monthly subscription plan Services by giving notice of his or her intention at least thirty (30) days in advance of the next invoice's issuance date. For some promotional programs, a termination notice of seven (7) days is required prior to the next invoice's issuance date. You can terminate the Services in CelcomDigi app or by calling the Service Provider's hotline at +60163331111 or by visiting a CelcomDigi store. Once a customer has terminated, the Customer cannot re-apply for the Services with the same Registered Device with the corresponding matching IMEI.
- 16.2. Despite the termination of a Customer's enrolment in the Programme and subject to Clause 17 the Customer remains obliged to pay the Service Fee(s) incurred before the date of termination in full even if the Services have been terminated.
- 16.3. If you do not cancel your monthly subscription before the end of your subscription period, we will automatically renew it for further periods of 1 month until you give notice of your intention to cancel it in the method stated in clause 16.1 above. The Product Fee set out in clause 14.2 (a) above will be payable by you for any such renewal periods. If you subsequently cancel the subscription, cancellation will take effect at the end of the subscription month (i.e. one month after giving notice of cancellation) during which you give notice of cancellation.

17. REJECTION OF SERVICE PROVISION

- 17.1. CelcomDigi and/or the Service Provider are entitled to reject to provide the Services promptly for the following reasons:
 - (a) When it appears that the Customer's Phone Number was or is terminated due to one of the reasons in Clause 18.

- (b) When CelcomDigi and/or the Service Provider reasonably believes that the Customer has: (i) illegal intention to enroll for or use the Services; (ii) intention to use the Services in a manner which is fraudulent or related to any criminal activity; or (iii) intention to make a commercial gain from the Services.
- (c) When the Customer's eligibility to apply for the Service or to use the Services are not in compliance with these Terms of Service.
- (d) When one of the following information given by the Customer: (i) Phone Number; (ii) Registered Device IMEI; (iii) first-last name; (iv) address; (v) NRIC or Foreigner ID, as applicable, as proof of identity issued by competent authority; or (vi) any other information, including service request confirmation forms, as requested by CelcomDigi and/or the Service Provider, is either incorrect according to CelcomDigi's or the Service Provider's records or is not provided to CelcomDigi or the Service Provider satisfaction.
- (e) When CelcomDigi and/or the Service Provider found, upon verification, that IMEI of the Registered Device does not correspond to IMEI recorded by CelcomDigi.
- (f) CelcomDigi and/or the Service Provider reasonably believes that the Customer has transferred the title of the Registered Device or the Phone Number to another person.

18. TERMINATION

- 18.1. CelcomDigi and/or the Service Provider are entitled to terminate the Programme in the following events:
- (a) The Customer's death, bankruptcy, or inability to pay debts as they fall due;
 - (b) The Customer defaults on payment for the monthly Product Fee by due date;
 - (c) The Customer defaults on payment for mobile service bill by due date as specified in a bill for more than ninety (90) days as set out in clause 7.4 above;
 - (d) CelcomDigi and/or the Service Provider has reasonable ground to believe that the Customer uses the Services or mobile service in a fraudulent manner, or in a way that may adversely impact the CelcomDigi's and/or the Service Providers' reputation, or illegally uses the Services or mobile service or breaches these Terms of Service or any other terms of CelcomDigi and/or the Service Provider or uses the Services for commercial gain;
 - (e) The Service Provider cannot provide the Services for the cause beyond the Service Providers' control;
 - (f) The Services are terminated by provisions of law;
 - (g) The Customer has breached any of these Terms of Service;
 - (h) The Customer has provided incorrect, false, or incomplete information;
 - (i) CelcomDigi and/or the Service Provider reasonably believes that the Customer has transferred title to the Registered Device or Phone Number to another person;
 - (j) The Service Provider finds later that the Registered Device has been subject to Modification;
 - (k) The Customer fails to return the Registered Device, in contravention of clauses in Clause 9 above;

- (l) The Customer fails to provide any additional information reasonably requested by CelcomDigi and/or the Service Provider including in the form of a signed declaration or acknowledgment;
- (m) If CelcomDigi and/or the Service Provider are required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority which resulted in the Service Provider having to stop or terminate the Services;
- (n) The Customer who enrolls while being a postpaid customer converts to prepaid customer during the period of the relevant Subscription Period; or
- (o) For any other reason at the Service Provider's and/or CelcomDigi's discretion.

19. DATA PROCESSING CONSENT

- 19.1. By subscribing to Protect+ by AppleCare Services Programme, the Customer hereby agrees that they have read, understood and agreed that their personal data will be recorded, stored or processed in accordance with CelcomDigi's Privacy Notice available at [website](#). CelcomDigi shall protect the Customer's data against unauthorized access or disclosure as well as unlawful destruction in accordance with its Privacy Notice. CelcomDigi may update its Privacy Notice from time to time, hence the Customer is advised to periodically review the Privacy Notice.
- 19.2. The Customer agrees that CelcomDigi and the Service Provider may collect, use and process data on their behalf when CelcomDigi and the Service Provider provides the Services. This may include transferring their data whether within Malaysia or overseas to CelcomDigi's or the Service Provider's affiliated companies, the insurer or service providers in accordance with its Privacy Notice.
- 19.3. The Customer should note that their personal data is required for the provision of Services and CelcomDigi and the Service Provider may no longer be able to provide the Services to them, if they withdraw their consent for the collection, use or disclosure of their personal data subsequent to their enrolment for the Services.

20. OTHERS

- 20.1. CelcomDigi reserves its right to change and amend these Terms of Service or withdraw the Services by giving the Customer a prior notice through the Website which the Customer will be deemed to accept.
- 20.2. Any provision of these Terms of Service which becomes illegal or unenforceable shall be deemed void only on the illegal or unenforceable part without impact on other provisions which shall remain valid.
- 20.3. If the Programme has been terminated in respect of a Registered Device, the Programme cannot be reactivated for that Registered Device. Where the termination arises from the Customer's fraud, material breach of these Terms of Service or misuse of the Programme, CelcomDigi and/or the Service Provider may refuse any future application by the Customer to enrol any Mobile Device in the Programme.

- 20.4. If CelcomDigi introduces new services, the Customer may be entitled to subscribe to such services (at an additional cost). The Customer shall pay the service charges subject to the new service accordingly.
- 20.5. Apart from these Terms of Service, CelcomDigi and the Service Provider expressly and to the fullest extent permitted by law disclaim all warranties of any kind, whether: (i) express; (ii) implied; or (iii) statutory, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. CelcomDigi and the Service Provider will, to the fullest extent permitted by law, not be responsible for any loss or damage caused to Customer because of the actions of any employee or any person or representative of CelcomDigi and the Service Provider who acts beyond their authority. To the fullest extent permitted by law, CelcomDigi and the Service Provider shall not be liable for any direct or indirect loss, damage, claims, costs or expenses of any kind whatsoever suffered or incurred by the Customer and/or any other party in connection with the provision or use of any Products and/or Services. Customer agrees to defend, indemnify and hold harmless CelcomDigi and the Service Provider, their associates and their directors, officers, successors and assigns, from and against any and all liabilities, damages, losses, costs and expenses caused by or arising out of Customer's use of the Products and Services.
- 20.6. Subject to the exclusions and limitations set out herein, CelcomDigi and the Service Providers' aggregate liability to the Customer (whether based in contract, negligence, strict liability, statute or other theory of liability), respectively, will not exceed the total fees actually paid by the Customer under the Programme during the twelve (12) months immediately preceding the event giving rise to the claim.
- 20.7. 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 of Service attached thereto by CelcomDigi, and by these Terms of Service to the extent that the promotion's Terms of Service are silent. In the event of any conflicts between a promotion's Terms of Service and these Terms of Service, the promotion's Terms of Service shall prevail.
- 20.8. CelcomDigi shall not be responsible in any way in the event that the Customer's subscription is activated by a 3rd party without their consent. CelcomDigi shall not refund nor compensate the Customer in any manner whatsoever in such situations.
- 20.9. CelcomDigi does not guarantee or warrant that there shall be no problem, defect or error in the access or usage of Products and/or Services. CelcomDigi shall not be responsible in any way whatsoever for the loss incurred directly or indirectly for such failure or any problems associated with the network in any way whatsoever.
- 20.10. CelcomDigi reserves its absolute right and discretion to apply the Fair Usage Policy if the Customer is suspected to have had abused the services or internet usage in whatsoever way including exceeding the base quota.
- 20.11. The Terms and Conditions shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.
- 20.12. All other terms and conditions governing the use of any of CelcomDigi mobile telecommunication services shall apply herein mutatis mutandis.
- 20.13. For any dispute with the Service Provider, Customer shall first contact the Service Provider and attempt to resolve the dispute with the Service Provider informally.

- 20.14. In case of discrepancies between the English and Chinese version of these Terms of Service, the English version shall apply and prevail.
- 20.15. For service request or inquiries regarding the Service, please log on to <https://celcomdigi.protect.bolttech.my>, contact +60390784998 or email to protectplus@bolttech.my