

Spark General Terms and Conditions (“GTC”)

Spark is an independent mobile service owned and operated by CelcomDigi Mobile Sdn. Bhd. (Formerly known as Celcom Mobile Sdn. Bhd.) [Company No. 197601002188 (27910-A)] (“**Spark**”).

By subscribing to any Spark services (“**Service**”), the Customers acknowledges that they have read and fully understood these GTC, including but not limited to [CelcomDigi Privacy Notice](#) and any other policies as advised by Spark from time to time. A Customer’s use of the Service, upon Activation, constitutes unconditional acceptance of these GTC (as may be amended from time to time).

1. Definitions

For the purpose of GTC, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined shall have the meaning as accepted within the industry based on the context used herein:

Account	means an account opened for the Customer with Spark (and/or its subsidiaries) upon subscription to the Service.
Activation or Activated	means the point in time when the Service is activated in Spark’s System.
Additional SIM Card	means the additional SIM Card subscribed by the Customer.
Agreement	means the completed Online Registration Form and these GTC including any addendum or subsequent amendments or variations.
Content	means any contest, java games, information, text, sound, music, software, photographs, videos, graphics, data messages or other materials received by the Customers including but not limited to VAS. The Content provided by Spark via VAS may be provided by Spark or third parties. Spark does not filter or edit the Content. Customers acknowledge that Spark is under no obligation to censor the Content or information provided even if it is co-branded or promoted by Spark. By using VAS, Customers acquire no rights or interests to the Content and Customers agree not to distribute the Content to third parties.
Customer(s)	means the person aged twelve (12) years (with MyKad) and above and 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.
Donor Network Operator or DNO	means a mobile service provider from which a Mobile Number has been or is to be ported out.
Mobile Device	means a wireless device together with accessories for the use of the Service.
Mobile Number	means the mobile number assigned to you by Spark.

Mobile Number Portability or MNP	means your ability to change from one mobile service provider to another and retain your Mobile Number.
Recipient Network Operator	means a mobile service provider to which a Mobile Number has been or is to be ported in.
Registration Form	refers to the Online Registration Form completed by you and approved by Spark.
Service(s)	means mobile telecommunication services to be provided by Spark to you pursuant to the Agreement.
SIM Card	means the microprocessor card provided by Spark which is inserted into the Mobile Device and contains a personal identification number (PIN) for access into the Service.
SKMM	means Suruhanjaya Komunikasi dan Multimedia Malaysia also known as the Malaysian Communications and Multimedia Commission, established under the Communication and Multimedia Commission Act 1998.
Terms and Conditions	means the GTC and the specific terms and conditions of each Service as may be varied or modified from time to time at Spark's sole discretion.
Value Added Service or VAS	means additional functions, features or facilities which are currently available or will be made available by Spark from time to time and may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranet.
Spark Credits	means the sum of money deposited by Customer in his/her account to be used as a payment method for Spark transactions.
Spark Points	means the points earned by the Customer through Spark reward-programs and the points can be utilized as payment method for Spark transactions.

2. Period of Agreement

- 2.1 This Agreement shall take effect from the Activation date of the Service and shall continue to be in force until terminated in accordance with these GTC.
- 2.2 By executing the Online Registration Form or by using the Service, Spark shall have the right to use the Customer Personal Information in accordance with Privacy Notice at [CelcomDigi Privacy Notice](#) and Personal Data Protection Act 2010.
- 2.3 This Agreement shall be automatically renewed for a further duration as prescribed in the Minimum Period (30 days) upon expiry of the current Minimum Period unless otherwise terminated by the Customers. For clarity, Customers shall subscribe to the Auto-Renew option.
- 2.4 The Customer hereby agrees that Spark may change and/or migrate the Customer's existing plan subscription to another plan as Spark deems fit at any point of the time during the validity of this Agreement. Spark shall notify the Customer of the effective date of the said change and/or migration.

3. Billing and Payment

- 3.1 Customers shall be responsible for all usage of and charges for the Service in accordance with these GTC. Customers shall be charged for the subscription of the Service in accordance with Spark's prevailing pricing plan or applicable packages.
- 3.2 Spark 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. Spark also reserves the right to refuse or reject any request for a refund of the charges or fees paid to Spark under any circumstance, including where the request appears to be unlawful or there is suspicion to be unlawful. The Customer shall not hold Spark liable for such refusal or rejection in any way. In the event the Customer requests a refund, Spark has a right to request the Customer to provide a declaration form declaring that the Customer is not in breach of any laws.
- 3.3 It is hereby agreed that a statement of account duly signed by an officer of Spark, 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 Spark 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 the Registration Form, or the last known address of the Customer, by ordinary post or prepaid registered post.
- 3.4 In the event a Customer defaults on the payment of any charges as may be imposed by Spark 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 Spark for any termination, re-registration, transfer, requisition or any recovery cost, the Customer agrees that Spark shall have the option to suspend or terminate all other Additional SIM of the same NRIC/Passport number without any liability to the Customer or any third party. In the event Spark chooses to suspend or terminate all the Customer's lines (including Additional SIM), the Customer shall continue making the payments on the commitment fees to be advised as and when by Spark.
- 3.5 The Customer may, by providing written notice to Spark, request either: (a) a one-time suspension of Service for a maximum period of sixty (60) days within any rolling 365 days; or (b) terminate all other Additional SIM registered under the same NRIC/Passport number (the "Request"). Such Request shall not relieve the Customer from the obligation to continue paying the applicable commitment fees during the suspension or until termination is effected. Spark reserves the right to claim for any damages and/or liability suffered (if any) arising from or in connection with the Request.

- 3.6 In the event that a Customer's line is terminated for any reason, the Additional SIM of the same NRIC/Passport number shall remain active.

4. Auto Billing

- 4.1 Spark 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 Spark 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 Spark by the Customer before the due date.
- 4.3 The Customer hereby authorises Spark:
- 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 Spark and the Customer shall accordingly be liable to settle all sums due to Spark directly.
- 4.6 Any inquiries or disputes pertaining to the Customer's mobile phone should be directed to Spark.
- 4.7 The Customer is required to notify Spark of any of the following via the self-service update feature in the Spark App: (a) transfer of ownership or possession of the mobile phone; (b) changes to the Spark account number; or (c) intention to withdraw from the auto-billing service.
- 4.8 The Customer shall also notify Spark via the Spark App in the event of any changes to the charge/credit card account for auto-billing, including but not limited to: (a) issuance of a new account number due to a lost card or account conversion; termination or cancellation of the charge/credit card account; or renewal or change of the card's expiry date.
- 4.9 The Customer may opt to turn off the auto-billing service via the Spark App.

- 4.10 The Customer must charge their bills to the charge/credit card account in their name only. 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 Spark 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 Spark 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 Spark 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 Spark.
- 4.16 Spark 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 Spark solely for the Customer's convenience and benefit. Therefore, 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 fully indemnify and keep Spark indemnified in full against any claims, loss, damage, costs and expenses which Spark 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. Customer may download e-Statement from Spark App.
- 4.19 In the event there is any amount on the Customer's account which remains outstanding prior to the authorisation, Spark 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 Spark 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 Spark solely for the Customer's convenience. As such, in no way shall Spark be responsible or liable in any way to the Customer or any party if Spark 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 Spark may introduce other mode of billing from time to time by giving prior notice to the Customer.
- 4.23 Payment of the services must be made upon the activation of the Services via credit card, debit card, e-wallet or other provided payment platforms.
- 4.24 Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- 4.25 Spark shall at its sole discretion vary the amount of deposit, fees and any other charges for the Services or part thereof, without the need to inform the Customer.

5. Spark Points and Spark Credits

- 5.1 Customer may earn and top up Spark Points through Spark reward programs and the points can be utilized as payment method for Spark transactions.
- 5.2 Customer may deposit sum of money in his/her account to be used as a payment method for Spark transactions.
- 5.3 If Customer's Spark Points is insufficient, Customer may utilize his/her Spark Credits.
- 5.4 Customer may use Spark Points and/or Spark Credits to purchase Data, SMS, Voice, Power Pass, Add-Ons, IDD, RLH Passes and other telco service products via Spark app.
- 5.5 Customer's Spark Points and Spark Credits shall remain valid with no expiry so long as the Customer's account has an active Spark line.
- 5.6 Spark Points and Spark Credits are non-transferable, non-convertible to cash and not applicable for partial payment.
- 5.7 If the Customer's line is terminated after the 60 days grace period of subscription, any remaining balance in Customer Spark Points and/or Spark Credits shall have a validity of 30 days before being forfeited.

6. Payment

- 6.1 Payment can be made via Spark Points, Spark Credits, credit or debit card (Visa, MasterCard) or other provided payment platforms.
- 6.2 Payment will be charged upon SIM card order, activation and auto-renewal of the service.
- 6.3 For auto renewal, Spark Credits will be deducted if Spark Points is insufficient. In the event Spark Credits is insufficient, Spark shall charge the payment on Customer's credit/debit card. Customer credit/debit card information shall be safely handled by secured payment gateway in compliance with security standards of the applicable law and rules of the Malaysian financial institutions.
- 6.4 In the event that deduction from Customer's credit/debit card failed, Customer shall be prompted via Spark App notification and/or email. Customer shall either change the credit or debit card details or make the necessary arrangement with his/her current bank to enable the next purchase via Spark app.
- 6.5 Customer may request for his/her invoice via the Spark App and the invoice shall be emailed to the Customer.
- 6.6 Customer may download his/her e-Statement anytime from the Spark App.
- 6.7 If any supply made under these GTC is a taxable supply to which the applicable tax including but not limited to the Sales and Services Tax ("**SST**") would apply ("**Applicable Tax**"), then Spark reserves the right to levy the Applicable Tax at the prescribed rate and Customers agree to pay the amount of the Applicable Tax.

7. Customers' Responsibility

- 7.1 Customers shall:
 - a) ensure the compatibility of their Mobile Device with Spark's System. In the event of any changes or upgrades, Customers shall be responsible to ensure the continued compatibility of their Mobile Device and shall have no claim whatsoever against Spark arising thereof;
 - b) comply with all notice or instruction given by Spark in relation to the use of the Service and the SIM Card;
 - c) ensure that the Mobile Device used with the SIM Card is legally owned by the Customer;
 - d) 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;

- e) be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and any other related charges due to Spark pursuant to these GTC;
- f) be fully responsible for any voice or data transmitted or broadcasted by them or any persons using their Mobile Device;
- g) keep personal identification number (PIN) of SIM Card confidential at all times and not to release the PIN to any person;
- h) comply with all applicable laws of Malaysia relating to the Service, including without limitation to the Communication and Multimedia Act 1998 and its subsidiary legislation, other acts, statutes, by-laws, rules and regulations issued by relevant government and regulatory agencies which may be amended from time to time;
- i) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- j) cease to utilise the Service or any part thereof for such period as may be required by Spark;
- k) report immediately to Spark the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use. Customers agree to lodge a police report whenever instructed by Spark and to give Spark a certified copy of such report; and
- l) indemnify Spark against any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the Content transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission or any unauthorised use or exploitation of the Services or part thereof.

7.2 Customers shall not use the Service:

- a) to cause any embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance;
- b) to cause excessive or disproportionate load on the Service or Spark's System;
- c) for any unlawful purpose including but not limited to vice or gambling;
- d) for any purpose which is against public interest, public order or national harmony;
- e) to use, permit or cause improper use of the Service including any activities which breach a third party's rights, directives, content requirements or codes promulgated by the relevant authority; or
- f) to transmit or post any contents that are harmful, damaging or destructive programs.

8 Spark's Rights and Liability

- 8.1 Spark reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend the Service without any prior notice and Spark shall not be liable for any loss or inconvenience resulting therefrom.
- 8.2 Spark reserves the right to vary, add or amend these Terms and Conditions. Any variation, addition or amendment shall be published on Spark's website. Your continued use of the Service after the effective date of any variation, addition or amendment shall constitute your unconditional acceptance of the same.
- 8.3 Spark may extract any Short Message Service (SMS) details or Personal Information or any other data which is 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.
- 8.4 Spark shall not be liable for any costs, loss or damages (whether direct or indirect), loss of revenue, loss of profits and/or any consequential loss whatsoever as a result of your usage of the Service under this Agreement.
- 8.5 Spark's entire liability in contract or tort (including negligence or breach or statutory duty) except for death or personal injury caused by Spark's negligence, shall not at any time exceed the sum of RM500.00 or the total of your charges in the three (3) months preceding the relevant event(s), whichever is lower.

9 SIM Card and e-SIM

(A) SIM Card

- 9.1 The SIM Card shall remain the property of Spark at all times. Spark grants you the right to use the SIM Card for the purposes of the Service. The SIM Card must be returned to Spark as and when demanded. Any risk associated with the SIM Card shall automatically be passed to Customer upon the execution of this Agreement.
- 9.2 The SIM Card does not carry any preloaded credit or value.
- 9.3 The Service and/or features to be provided under the SIM Card will depend on the products subscribed and/or type of Mobile Device used.
- 9.4 Customer must not transfer the SIM Card to any other person without Spark's prior written consent.
- 9.5 In the event of loss, defective SIM Card, theft, cloning and/or unauthorised use of the SIM Card, Customers are entitled to free replacement of SIM Card subject to standard delivery charges.
- 9.6 Customer shall purchase the SIM Card through Spark App and opt for delivery or self-collection. The delivery option is subject to delivery charges. The delivery option are as follows:
 - Standard Delivery: 3-5 working days for local delivery.

(B) e-SIM

- 9.7 An embedded SIM (eSIM) is a built-in phone chip which works like a physical SIM. It is Customer's responsibility to ensure their Mobile Device is eSIM compatible. If Mobile Device is found not compatible after activation is completed, no refund will be made.

10 Mobile Number Portability (MNP)

- 10.1 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.
- 10.2 All services associated with the ported-out mobile number from Spark will be terminated when the SIM card is deactivated.
- 10.3 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 Spark will be charged as per Spark's standard charges applicable to inter-network communications.
- 10.4 Any fees imposed by Spark for the porting request are not refundable in any event whatsoever.
- 10.5 The Service is provided on an "as is" basis.
- 10.6 Any application of porting out (Port Out) by the Customer shall be subjected to the terms and conditions including the procedures and processes prevailing at the time of request to port out as outlined by Spark which is made available at www.celcomdigi.com, failing which the request may be delayed or rejected by Spark.
- 10.7 Spark will process your application for mobile number porting within one (1) day, subject however, to the approval by the Donor Network Operator.
- 10.8 The mobile number that is requested for porting (i) must be within the range of mobile numbers as approved by Malaysian Communication and Multimedia Commission (SKMM) from time to time, subject however to the existing geographic numbering requirements; and (ii) is subject to the approval of the Donor Network Operator.
- 10.9 Mobile Number which has been suspended, terminated, blacklisted on the defaulters database and/or barred shall not be eligible for porting;
- 10.10 You hereby agree and undertake to Spark that you are the registered user of the mobile numbers and/or authorized principals for all the supplementary lines (if any);
- 10.11 You shall ensure that the national registration identity card provided is valid and is not blacklisted from the defaulter database.

- 10.12 Spark may impose a fee up to a maximum of Ringgit Malaysia Twenty Five (RM25.00) for every number that you request for porting and no refund shall be made for any rejection, cancellation or withdrawal of the porting request due to any reason whatsoever.

11 International Roaming and International Direct Dial (IDD)

- 11.1 Spark reserves the right, without being liable to the Customer, not to provide or continue to provide or to discontinue providing the international roaming (IR) service and/or international direct dial (IDD) at any time and without assigning any reason thereof.
- 11.2 International Roaming are offered in partnership with selected network operators in selected countries only (the “**Participating Countries**”). Spark reserves the right to amend the list of participating network operators and available countries at any time without notice.
- 11.3 The network selection will be done automatically to the relevant participating network operators to access the roaming passes. Spark shall not be responsible for any increased charges and/or variant charges due to the Customer's error in selection or any other cause whatsoever.
- 11.4 Roaming passes shall only be for use outside of Malaysia and the Customer agrees to abide by and be subject to all terms and conditions of use at all times and the usage terms of the Participating Countries.
- 11.5 Customer shall not use the Roaming passes for commercial, non-personal or fraudulent purposes or gains. Spark reserves the right at any time at its absolute discretion and without any liability whatsoever to the Customer or any third party, to disconnect, interrupt, terminate, bar or suspend the roaming passes service to a Customer in the event of suspicious usage, illegal activities, suspected fraud or any other unusual activities.
- 11.6 Purchase and/or use of a roaming pass shall constitute acceptance of all applicable terms and conditions.
- 11.7 Balance validity period, quota or minutes under roaming passes are neither transferable nor refundable.
- 11.8 Spark reserves the right to terminate, omit, change or amend the roaming passes and/or the governing terms and conditions at any time without prior notice.
- 11.9 All and any changes or amendments to the roaming passes and any governing terms and conditions shall take immediate effect upon being published on Spark's website.
- 11.10 Customers are liable for all roaming charges incurred. To avoid unintended charges, Customers are responsible to disable Roaming access on their devices.
- 11.11 Roaming passes shall be used for the purpose of short trips abroad or occasional temporary travelling to overseas and it is strictly not for semi-permanent or permanent usage abroad.

- 11.12 Any usage of roaming services which Spark deems it is out of the ordinary norm of subscription including but not limited to the duration or usage or subscription of the roaming services, Spark shall have the rights to suspend Customer's roaming services immediately without any notice.
- 11.13 The use of roaming passes is subject to availability and terms of access of the applicable network operator. Spark shall not be liable for any inaccessibility, interruption, network quality or other network-related problems which may occur while roaming.
- 11.14 The Customer understands and accepts that during roaming, the storage, treatment and transfer of their personal data may be subject to regulations and laws which are different from those in Malaysia.

12 Notices

- 12.1 Any notice, correspondence and/or documents addressed to Customer shall be in writing and sent to the email or physical address given on the Online Registration Form or to last known address, as the case may be.
- 12.2 Any notice, correspondence, and/or documents addressed to Spark shall be in writing and sent to:- Spark, Level 30, Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor.
- 12.3 Any notice, correspondence, and/or documents addressed to Customer pursuant to this GTC shall be deemed to have been served if:-
- a) sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
 - b) sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
 - c) hand delivered, upon delivery; or
 - d) sent by facsimile or email, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party.

13 Assignment

- 13.1 Customer shall not assign or novate any or part of his/her rights or obligations under the agreement to any party, without Spark's prior written consent.
- 13.2 Spark may assign or novate all or part of the agreement to any third party by notice to Customer without prior consent.

14 Indulgence and Waiver

- 14.1 Any failure by Spark to enforce any terms herein, or any forbearance, delay or indulgence granted by Spark to Customer will not be construed as waiver of Sparks rights provided under this GTC.

15 Suspension, Termination and Account Deletion

15.1 Suspension

- a) Customer is able to perform suspension of his/her account via the Spark App.
- b) Customer is also able to cancel the suspension his/her account via the Spark App.
- c) The suspension activities do not impact Customer's Spark Points or Spark Credit. However, if the suspended line exceeded the Mode-Off Period, the line will be terminated automatically. There shall be no refund of any remaining Spark Credits or Spark Points to the Customer.

15.2 Termination

- a) Customer is able to terminate his/her account via the Spark App.
- b) Customer shall not be able to reactivate the line upon termination. There shall be no refund of any remaining Spark Credits or Spark Points to the Customer.

15.3 Account Deletion

- a) Customer is able to perform account deletion only if Customer do not have active line(s) under his/her account. Upon submission of deletion request, Customer will receive an email with a ticket number to check his/her account status. It will take up to 30 days for the deletion of account to complete. A confirmation email will be sent to Customer upon completion.
- b) There shall be no refund of any remaining Spark Credits or Spark Points to the Customer.
- c) Account deletion is final, there shall be no account recovery once account deletion is complete. Spark account will be inaccessible, unrecoverable and permanently closed upon termination.
- d) Customer must create a new account to re-subscribe Spark.

15.4 Spark reserves the right to retain Customer data that are required by the applicable law and regulatory bodies.

15.5 Spark shall at its absolute discretion suspend/terminate the Services or Agreement, without liability and without any notice, including but not limited to the following reasons:

- a) if any technical failure occurs in the Services or Spark's System;
- b) while the Service is being upgraded, modified or maintained;

- c) if Customer breach any of the Terms and Conditions;
 - d) if Customer do anything which may in Spark's opinion, lead to, including but not limited to damage to the Services and/or Spark's System or losses to Spark;
 - e) if Spark is required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority; or
 - f) if it is in Spark's opinion that the Service or Spark's System is or may be used fraudulently, illegally or for unlawful purposes.
- 15.6 Spark endeavours to resume the Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 15.5 (a) and (b) above. Customer shall be liable for all applicable charges during the period of interruption, suspension or loss of the Services or part thereof from any cause whatsoever.
- 15.7 Termination shall be without prejudice to any existing rights and/or claims that Spark may have.
- 15.8 Upon suspension, Spark may at its absolute discretion reconnect the Services.

16 Miscellaneous

- 16.1 Representations - Customers acknowledge and agree that in entering into these Terms and Conditions Customers do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) other than as expressly as set out in these Terms and Conditions as a warranty. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 16.2 The Service is provided on an "as is" and "as available" basis. Spark disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to:
- I. availability, accessibility, timeliness and uninterrupted use of the Service; and
 - II. sequence, accuracy, completeness, timeliness or the security of any data, Content or information provided to you as part of the Service.
- 16.3 The availability and speed of the Service shall be subject to the following:
- I. Spark's network availability;
 - II. the Mobile Device and WiFi enabled device capability, including but not limited to the coverage, location, use of the WiFi enabled device, Spark's network traffic and the type of data being transmitted by Customers;
 - III. the traffic and the volume of users using the Service; and
 - IV. Customer's connection to the Service by using a WiFi enabled device.

- 16.4 Matters Beyond Spark's Control: Without limiting the generality of any provision in these Terms and Conditions, Spark shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom Spark has no control over or any cause outside Spark's reasonable control. Notwithstanding the above, Customer shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Spark in accordance with the Agreement.
- 16.5 The Service may occasionally be affected by interference caused by objects beyond Spark's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Spark's System or telecommunication systems. In the event of such interference, Spark shall not be responsible for any inability to use or access, interruption or disruption of the Service.
- 16.6 If any of the provision of these Terms and Conditions should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 16.7 The Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia and parties agree to submit to the exclusive jurisdiction of Malaysian courts. This Terms and Conditions is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.
- 16.8 Customer may contact Spark for any general enquiry about Spark's products and services via communications channels as below:
- I. Submit a Ticket via Spark App
 - II. Live Chat

Spark Base Plan Terms & Conditions (“Base Plan”)

The full terms and conditions of the use of the selected products and/or services are as set out at Spark General Terms and Conditions (“**General Terms**”), including the [CelcomDigi Privacy Notice](#) as set out at <https://www.celcomdigi.com/terms-conditions/general>, all of which form an integral part of full terms and conditions of the said products and/or services (collectively, the “**Terms and Conditions**”). The Terms and Conditions are also accessible via www.celcomdigi.com. All terms and references used herein shall be the same as the General Terms unless otherwise defined.

1 Eligibility

New subscribers and existing subscribers subject to the foregoing terms and conditions (herein collectively defined as “**Subscriber**”).

2 Plan

a) The Base Plan is subject to eligibility as determined by Spark’s absolute discretion and the terms and conditions below.

i) Spark mobile plans are listed below:

Spark Plan	Speed	Internet Data Quota	Voice (Minutes)	Validity	Price of Pass (Malaysian)
Spark Mini	4G	3GB	-	30 days	RM15.00
Spark Standard	4G/5G	40GB	100	30 days	RM25.00
Spark Plus	4G/5G	200GB	100	30 days	RM65.00

ii) Legacy High-Speed / Unlimited Plans (for accounts registered before 28 Oct 2025):

Spark Plan	Speed	Internet Data Quota	Voice (Minutes)	Hotspot Data	Validity	Price of Pass (Malaysian)
High-Speed 20	4G/5G	14GB	100	-	30 days	RM20.00
High-Speed 25	4G/5G	45GB	100	-	30 days	RM25.00
High-Speed 45	4G/5G	65GB	100	-	30 days	RM45.00
High-Speed 63	4G/5G	85GB	100	-	30 days	RM63.00
Unlimited 35	15 mbps 4G	Unlimited	100	6GB	30 days	RM35.00
Unlimited 43	40 mbps 4G	Unlimited	100	6GB	30 days	RM43.00

Note:

- The Base Plan is subject to the Fair Usage Policy (“**FUP**”).
- Unutilised quota will not be carried forward and will expire on the respective expiry of the subscription.
- Non-Malaysian will be subjected to 6% SST

- b) The Subscriber shall receive a notification via push notification on the Spark App upon reaching the maximum limit of their Internet quota (“**Internet Quota**”).
- c) Once the Subscriber has fully utilized the Internet Quota, the Subscriber’s data usage shall be throttled to the speed of 64KBps based on the respective speed of up to 15Mbps and/or 40Mbps Base Plan. The Internet Quota is per service purchase and subject to full utilization, it shall be throttled to Base Plan speed and further throttled to 64kbps if Base Plan is fully utilised and until the plan expires.
- d) Tethering/hotspot will be available for any Internet usages under the Base Plan with high-speed quota. In order to enjoy tethering/hotspot with Unlimited Quota, Subscriber will have to choose the Hotspot feature during subscription and will be entitled to a 6GB hotspot data. It will be valid until the plan expires or until the hotspot data is fully utilised. Additional Boosters can be purchased for Hotspot usages.
- e) Validity: The Base Plan is valid for 30 days (“**Expiry**”). Subscriber may not renew after the first Expiry. The Base Plan will remain valid for the next 60 days (“**Mode Off Period**”) and the Subscriber must renew within the Mode Off Period. Failing to do so will render the services be automatically terminated at the end of Mode Off Period. Subscriber shall perform reload transaction for continued usage of the services.
- f) Subscriber may refer to Spark App for any updates including but not limited to validity or balances of the plan.
- g) Subscriber may opt for auto-renewal as default selection upon the Expiry. Auto-renewal of the Subscription will be deducted from (whichever is applicable), Spark Points; or Spark Wallet or the default payment method in Spark App. Insufficient credit in any of the channel shall not render renewal of the subscription. Subscriber may opt out from the default auto renew selection via Spark app.
- h) Spark reserves the sole and absolute right to add, cease, alter or suspend the provision of Spark Base Plan at any time without prior notice based on its sole and absolute discretion. In view thereof and for the avoidance of doubt, such alteration, cancellation, termination or suspension by Spark does not entitle the Subscribers to any claims and/or compensation against Spark (whether in cash or in kind) for any and all losses or damages suffered or incurred by the Subscribers as a direct or indirect result of the act of alteration, cancellation, termination or suspension thereof.

3 Subscription

- a) The Subscriber may subscribe to the Spark Base Plan via Spark App in the following steps:
 - Subscriber selects the desired plan and complete payment through the available payment methods.
 - Subscriber shall receive an email notification and push notification via Spark App.
 - Subscriber may monitor and manage the Subscription and usage via Spark App.
 - Subscriber may opt for default automatic renewal to the Subscription.
- b) Spark does not guarantee the speed or coverage availability of the Subscription.

- c) Subscriber is allowed to have multiple subscriptions before the validity period of the existing Spark Base Plan expires in the following conditions:
 - Within the active validity of a Spark Base Plan, if the subscriber chooses to subscribe to another plan via "change plan now", existing Base Plan will be terminated and replaced with the new plan immediately.
 - If Subscriber finishes the quota before expiration of the Spark Base Plan, Subscriber may subscribe to other available add-ons from Spark App to supplement the Spark Base Plan until expiration.

4 5G Services

- a) The 5G Services will only be applicable with 5G compatible devices and within the 5G coverage area. For clarity, Internet usages with 5G speed are not available with any devices except with 5G compatible devices and not available outside of the 5G coverage area.

5 Fair Usage Policy

- a) The Subscriber's use of the service shall be subject to the terms and conditions of Spark's Fair Usage Policy. Spark reserves the right to manage the Subscriber's allocated bandwidth including but not limited to reducing/throttling the surf speed, interrupt, suspend, cancel, limit the right of access, or terminate the Subscriber's bandwidth to the Internet service in accordance with Spark's Fair Usage Policy.

6 General

- a) If a Subscriber chooses to change his/her existing plan to other rate plan, any existing freebies shall be forfeited, and a Subscriber is not entitled to any form of compensation for such forfeiture.
- b) All other supervening terms and conditions stipulated on the General Terms and Conditions will apply as amended from time to time and where applicable.
- c) Spark shall not be responsible in any way if the Subscriber's subscription was activated by a third party without his/her consent. Spark shall not refund nor compensate the Subscriber in any manner whatsoever in such situations.
- d) This service is provided on an "as is" basis and Spark does not guarantee or warrant that there shall be no disruptions, defects or errors in the usage provided by this subscription and/or its offers. Spark shall not be responsible in any way whatsoever for the loss incurred directly or indirectly for such failure or any disruptions associated to the network in any way whatsoever.
- e) By subscribing to Base Plan, the Subscribers acknowledge that they understand the terms herein and conditions as well as the General Terms, including but not limited to the CelcomDigi Privacy Notice, the Privacy Statement which are available on CelcomDigi website, and agree to abide by it.

- f) Spark reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions, including but not limited to any feature and add on plans from time to time without prior notice as it deems fit. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Subscribers are advised to visit this page periodically to review the terms and conditions.

Fair Usage Policy

This Fair Usage Policy ("**Policy**") sets out an acceptable level of conduct between Spark and its registered customers ("**Customers**") using the internet and telecommunication services provided by CelcomDigi Mobile Sdn. Bhd. (formerly known as Celcom Mobile Sdn. Bhd.) ("**CelcomDigi**") [**"Services"**]. Spark believes that all Internet users including the Customers should be responsible in their usage and how it affects other users.

Whilst connection is "always on" for each Customer, the available bandwidth is shared by all Customers active at a particular point in time. This Policy is in place to ensure all Customers have a good experience.

Spark may, from time to time, change this Policy without further notice to its Customers.

Please visit our website periodically to review any changes made to this Policy.

This Policy supplements Spark General Terms & Conditions.

1 Definitions

"Customer" and "You" refer to the person subscribing to the Services or any other person authorised to use the Services 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 for the time being in force and which may come in force more particularly described in the Registration Form.

"Commercial Gain" means any form of profits earned and/ or gained by the Customer directly and/ or indirectly arising from usage/utilisation of the Services with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the Services or spamming activities for the purposes of unauthorised reselling as stipulated in this Policy.

"Services" means Voice Service, Messaging Service and Mobile Internet and/or any other services which may be provided by Spark from time to time. "Service" refers to each of the aforementioned, respectively.

2 Purpose

The Services are designed as a shared service and Customer's activities will impact on other users using and sharing the same network. To ensure fairness of usage and experience to all the Spark's subscribers, this Policy is designed to ensure that the Services received by the vast majority of the Customers are not negatively impacted because of extremely heavy usage and abuse by the minority of the Customers. The Customers shall not use the Services with any unauthorised device or any other ways which unfairly exploit the Services for the purposes of unauthorised reselling or Commercial Gain. In the event the Customers use the Services excessively and/or use the Services for Commercial Gain and/or goes beyond the limit of normal/allowed use, Spark reserves the right to inform the Customer that she/he are close to the limit set out and then, if such limit is surpassed, Spark reserves the right to apply further charges and/or register the Customer under another plan and/or interrupt the subscription and/or exclude him/her from the Services/offer and/or from the network, either provisionally or indefinitely, with no further notice. Spark shall continuously monitor the network performance and may control the identified heavy usage Customers.

3 Fair Usage Policy

3.1 Mobile Internet

- a) Software and applications which are used by you to send and/or receive, for uploading and/or downloading of files containing very large amounts of Internet (e.g. Peer-to-Peer traffics like Bit Torrent or other similar file sharing applications). These software and applications demand a significantly huge amount of bandwidth which will negatively impact the speed and also cause network congestion. As a result thereof, a vast majority of Customers will be affected from degradation or the quality of Mobile Internet Service and deemed as excessive usage. Excessive usages are caused by spamming, virus activities, spy wares and/or other malwares which may reside in the devices. These activities may be known or unknown to you and normally, operates at the back of the devices.
- b) Therefore, you must take all precautions and rightful action to ensure that the above activities are controlled and minimised at all times. Spark reserves the right to implement and enforce the said Policy at its sole discretion upon the occurrence of such activities. Spark does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software or applications.
- c) The structures of volume allocations for the various packages or plans offered by Spark are as stated on CelcomDigi's website. 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 Spark's Internet and that from other Internet service providers.
- d) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Mobile Internet Service. The responsibilities and onus of proving shall be on you to ensure that the devices which are free from all viruses, spy bots, malwares and any other harmful infections when using the Mobile Internet Service.
- e) You agree that Spark:
 - I. reserves the right to manage your allocated bandwidth including but not limited to reducing your speed, suspend or terminate your bandwidth to the Mobile Internet Service to ensure that fair access to all Spark Customers on the same network with or without prior notice to the you as prescribed in this Policy; and
 - II. may, at its sole discretion, automatically disconnect your access to the Mobile Internet Service after a period of your inactivity, which may vary from 20 minutes to 30 minutes to allow maximum network performance.
- f) You shall not use the Mobile Internet Service:
 - I. to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed (including but not limited to FTP, HTTP, game, newsgroup, proxy, and IRC servers);

- II. for purposes other than personal and Individual Business Communication. This Mobile Internet Service is conditional on fair usage in accordance with this Policy and/or other related terms and conditions;
 - III. to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, Spam (as defined herein this Policy), unsolicited commercial or bulk messages via any electronic means made available by the Mobile Internet Service;
 - IV. or for activities that will adversely affect the ability of users or systems to use Spark's Mobile Internet Service, or for any other reason that in our sole discretion violates our policy of providing Mobile Internet Service for individual use; and
 - V. in breach of any other applicable restrictions on your use of Mobile Internet Service under Spark's General Terms and Conditions including but not limited to this Policy.
- g) You can reduce the amount of Spam received if you:
- I. do not open emails or other instant messaging services from dubious sources;
 - II. do not accept Spam-advertised offers via emails or other instant messaging services;
 - III. report any Spam received; and
 - IV. avoid becoming an accidental Spammer by replying to the emails/other instant messaging services or clicking on dubious links.

3.2 Voice

- a) Utilisation of Voice Service is conditional on fair usage in accordance with this Policy and/or other related terms and conditions governing the Voice Service.
- b) You may not abuse or misuse Voice Service or otherwise use any of the Voice Service in breach of any other applicable restrictions on your use of Voice Service under Spark's General Terms and Conditions including but not limited to this Policy.
- c) For personal plan/package Customers, you are only to use Voice Service for personal and non- commercial purposes and it shall not be used for Commercial Gain.
- d) In subscribing to any Voice Service plan/package, you shall not use the Voice Service (including but not limited to conference calling or call forwarding):
 - I. in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behaviour; or
 - II. in any way that is deemed to have a negative impact on Spark's and everyone's ability to enjoy our Voice Service.

3.3 Messaging Service

- a) Utilisation of Messaging Service, which includes but is not limited to short messages system (SMS) is conditional on fair usage in accordance with this Policy and/or other related terms and conditions governing the Messaging Service.
- b) For personal plan/package Customers, you are only to use Messaging Service for personal and non-commercial purposes and it shall not be used for Commercial Gain.
- c) You may not abuse or misuse Messaging Service or otherwise use any of the Messaging Service in breach of any other applicable restrictions on your use of Messaging Service under Spark's General Terms and Conditions including but not limited to this Policy.
- d) In subscribing to any Messaging Service or any plan/package which contains Messaging Service, you agree not to use Messaging Service:
 - I. to send unsolicited electronic messages sent through various communication modes including but not limited to email, SMS regardless of existence of prior relationship between the sender and the recipient and regardless of content whether commercial, non-commercial or messages including malicious program and/or content and/or data including unsolicited messages, videos, advertising, marketing or promotional materials ("Spam"); or
 - II. for Commercial Gain purposes; or
 - III. for or to provide for bulk messaging and that you further agree that Messaging Service shall be used only for "person-to-person" communication; or
 - IV. to deliver messages originating from third parties to any person; or
 - V. to send any messages which are against public interest, public order or national harmony; or
 - VI. to send, publish, post, distribute, disseminate, encourage 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; or
 - VII. for any improper, unlawful, fraudulent or unauthorised purpose or to cause any injury, offence or annoyance to any person; or
 - VIII. to use or distribute any software applications designed to harvest mobile number or email addresses or personal information or data of the recipient or any third party; or
 - IX. to host any device or provide or enable the provision of any service that allows SMS to be sent by third parties using the mobile number allocated to you or service provided by Spark; or

- X. for any purpose which violates or infringes any applicable laws, regulations, regulatory requirements, standards or codes; or
 - XI. for activities that will adversely affect the ability of users or systems to use Messaging System; or
 - XII. for any other reason that in our sole discretion violates our policy of providing the Messaging Service for individual use.
- e) You shall use reasonable best endeavours to secure any device or network within their control against being used in breach of your obligations under this Policy by third party software that is intended to damage or disable computers and computer systems (Malware), including where appropriate:
- I. the installation and maintenance of antivirus software;
 - II. the installation and maintenance of firewall software; and
 - III. the application of operating system and application software patches and updates.
- f) You can reduce the amount of Spam received if you:
- I. do not open SMS or MMS from dubious sources;
 - II. do not accept Spam-advertised offers;
 - III. report any Spam received; and
 - IV. avoid becoming an accidental Spammer by replying the SMS and/or MMS or clicking on dubious links.

4 Violation of the Policy

- a) If you know of or suspect any violators of Spark's Services under this Policy, please notify Spark of the contact details of an abuse account immediately at:
- Submit a Ticket via Spark App
 - Live Chat via Spark App

5 Volume Allocation

- a) You will enjoy the Services depending on the plans or package you purchased.
- b) Notwithstanding the above, if you fail to receive any notification from Spark, Spark will still proceed to manage your Services if you have exceeded your volume allocation. Therefore, you must take the necessary measures to constantly monitor its usages in addition to the volume when accessing and using the Services.
- c) You must submit accurate and updated personal details to Spark, which includes the mobile phone number, e-mail address and other information deemed necessary by Spark to receive the above said notifications.

- d) Spark reserves the right to review upwards or downwards the volume allocation depending on the plans without prior notice. Nevertheless, such reduction or restrictions will not limit or stop your activities or usages of the Services.
- e) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Services.

6 Unlawful Activities

In using the Services, you must comply with all applicable laws of Malaysia, including the Communications and Multimedia Act 1998 and any other requirements, codes, notices or restrictions issued by the government, regulatory agencies and/or Spark or other mobile service providers and will not knowingly permit any illegal use or such use that will discredit Spark. Spark reserves the right to release any information if it is required to do so by any law, regulatory body or court of law.

7 Termination and Suspension

- a) In the event that you are in violation of our Policy, Spark may, at our sole discretion, without - notice take any action including but not limited to:
 - I. manage the bandwidth by reducing/throttling the speed (where applicable)
 - II. interrupt, suspend, cancel or limit your right of access to the Services (or any feature of it);
 - III. terminate the Services;
 - IV. change your plan to one with no unlimited usage components (where applicable); or
 - V. the imposition on you of a liquidated ascertained damages of an amount to be determined by Spark from time to time per each breach committed.
- b) In the event your right of access to the Services or any part of it is interrupted, suspended, cancelled or limited or your Account is terminated as a consequence of the breach of the terms of use of any Service under this Policy, you may appeal for reactivation of the said Account in accordance with Spark's prevailing policies and procedures.
- c) We may, at our discretion reconnect your Services upon remedy of such breach or violation.
- d) Spark's failure to take any action in the event of a breach of the terms of use of the Services under this Policy shall not be construed as a waiver of the right to enforce such terms, conditions, or policies.

8 Intellectual Property Rights

You are reminded that any download of illegal content by law is an infringement of intellectual property rights and rightful owners of such intellectual property rights may take measures to prosecute against the individual subscriber. Please be reminded each Customer's download and or upload can be traced back to the Customer's account with Spark. It is also against this Policy for the Customers carrying out activities which are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other unlicensed 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.

9 Variation and Amendments

Spark reserves the right to vary the terms and conditions of this Policy from time to time with or without notice to the Customer and the Customer shall be bound by such variation and changes. Please visit the Spark web page at www.spark.celcomdigi.com periodically to determine any changes to this Policy.

10 Prevailing Terms

- a) This Policy is supplemental and shall be read together as an integral part of terms and conditions of governing the Services and its relevant addendum. If there is any inconsistency between the Policy and the terms and conditions (and addendum, if any) of the Services, the latter as shall prevail.
- b) In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Policy, the English version shall prevail.

11 Disclaimer

This Policy shall only be applicable to the usage of Services by the Customer and shall not in any way be applicable and enforceable against Spark in so far as the law of Malaysia permits.