

Specific Terms and Conditions for CelcomDigi SIM Based Services – Mobile Voice and Data

This Service (as hereinafter defined) is made available by Celcom and Digi to the Customer subject to these specific terms and conditions for the Service (“**Specific Terms and Conditions for CelcomDigi SIM Based Services – Mobile Voice and Data**” or “**STC for CDMVD**”). This STC for CDMVD shall always be read together with the [General Terms and Conditions for Enterprise Services](#) (“**GTC**”) published on CelcomDigi’s Website as of the Effective Date (as hereinafter defined). Nothing in this STC shall be construed as limiting any other rights Celcom and Digi may have under the Terms and Conditions unless specifically stated otherwise.

1. Definitions

In this STC for CDMVD, unless the context otherwise requires, the capitalised terms have the meanings assigned to them below and in the GTC.

“**Celcom’s and/or Digi’s Network**” means the components and functionality of the software, network integration, network management systems, and associated facilities which are owned or leased, and operated by Celcom and/or Digi for the provision of the Service.

“**Content Services**” means the VAS provided by Celcom and Digi to the Customer at the Customer’s request, which would enable the Customer to have access to the Content;

“**Contract Period**” means the contract period applicable for each SIM Card activated by Celcom and/or Digi as specified in the Package details which shall commence from the Service Start Date (as hereinafter defined) of the SIM Card;

“**End Users**” means the legitimate and authorised employees of the Customer: (a) whom the Customer allows to use the Service; (b) who receives the Content as the result of the use of the Service; and (c) who uses or relies on the Service;

“**Individual Business Communication**” means any form of communication using the Service: (a) within the Customer’s organisation including the communication between the End-Users solely for the benefit and interest of the Customer; and (b) between the Customer (including the End-Users) and any third party solely for the benefit and interest of the Customer;

“**Master Account**” means an account created by CelcomDigi, for billing purposes, under the Customer’s name for the Service;

“Service” means CelcomDigi SIM Based Services – Mobile Voice and Data and/or other services as specified in the Registration Form.

“Service Start Date” means the date on which Celcom and/or Digi activates the SIM Card for the Customer subject to Customer’s compliance with any precondition in accordance with the respective terms and conditions of the Service (if any); and

2. Period of Agreement

1. The Agreement shall come into effect on the date of execution of the Registration Form by the Customer (**“Effective Date”**) and shall continue to be in force until the termination of all activated SIM Cards in accordance with the Terms and Conditions (**“Term”**).
2. Notwithstanding the above, each SIM Card activated by Celcom and/or Digi is subject to the Contract Period as specified in the Registration Form.

3. Provision of Service

1. Celcom and/or Digi shall provide and supply the Service operating in 4G LTE and 5G (subject to the network coverage area availability) communication services or any other frequency, or mobile or fixed satellite communications services applied by the Customer as specified in the Registration Form.
2. Celcom and/or Digi will provide the Service to the Customer in accordance with the Package which particulars are set out in the Registration Form. Provision of Service is further subject to the commercial terms of the Package subscribed to by the Customer.
3. Celcom and/or Digi reserves the right not to accept or proceed with the Customer’s application for the Service by issuing the Customer a notice if:
(a) the Customer’s Registration Form is not duly completed and signed; or
(b) the Customer fails to provide Celcom and/or Digi with the information requested by Celcom and/or Digi.
4. Customer may subscribe to any available VAS offered by Celcom and/or Digi from time to time. Celcom and/or Digi’s prevailing rates for the VAS shall apply.
5. An authorisation letter issued on behalf of the Customer to request for additional Service lines and/or VAS issued and signed by the Authorised Signatory or other Customer’s authorised personnel shall be deemed to be given by the Customer.

4. Connectivity and Internet

1. Celcom and/or Digi shall provide the Customer with the Service using CelcomDigi's System. Notwithstanding foregoing, there may be upgrades made to CelcomDigi's System in the future to take advantage of the advances in technology. In order for the Customer to access the Service using such new system or technology adopted by Celcom and/or Digi in the future, the Customer may need to upgrade the Customer's mobile terminal equipment or Device at the Customer's own expense (where applicable).
2. If the Customer subscribes to any Content Services which may be provided via the internet, the Customer shall be responsible for obtaining their own internet connection if it is not included in the Package subscribed by the Customer.
3. For each SIM Card issued and activated by Celcom and/or Digi, Celcom and/or Digi will assign a mobile number for each Service line. Celcom and/or Digi will use its best endeavour not to assign the Customer with recycled mobile numbers.
4. In the event that the Customer applies for any additional Service lines, Celcom and/or Digi shall issue additional SIM Cards according to the number of lines requested by the Customer.
5. Customer will be allocated with internet quota according to the Package and Plan subscribed by the Customer. Upon full utilisation of the internet quota, the internet speed will be throttled to 10mbps and capped at 10GB until the next Bill cycle.

5. SIM Card

1. The SIM Card provided by Celcom and/or Digi shall remain the property of Celcom and/or Digi at all times and the ownership of the SIM Card shall not at any time pass to the Customer. Notwithstanding the foregoing, risk passes immediately to the Customer when the Customer receives the SIM Card.
2. Celcom and/or Digi hereby grants the Customer the right to use the SIM Card strictly for the purposes of the Service.
3. The Service and/or features to be provided by Celcom and/or Digi using the SIM Card will depend on the Device used and the Package and Plan subscribed by the Customer.

4. The Customer shall not change or transfer the ownership of the SIM Card without Celcom and/or Digi's prior written approval. The SIM Card must be returned to Celcom and/or Digi on demand.
5. Celcom and/or Digi will replace a defective SIM Card at no cost if the defect is caused by the manufacturer or supplier.
6. The Customer shall take all precautions to prevent the loss, theft or misuse of the SIM Card. The Customer shall immediately notify Celcom and/or Digi's customer service centre and lodge a police report on any loss, fraud, suspected fraud, dishonest use or theft of the Customer's SIM Card. The Customer shall be liable for all charges of Service used via the lost/stolen or fraudulent use of the SIM Card until Celcom and/or Digi receives notification from the Customer as stated above for disconnection of the Service.
7. Replacement of lost or stolen SIM Card may be subject to additional payments by the Customer.
8. In the event of suspension of any of the Service lines, Celcom and/or Digi will only reconnect the respective Service line upon settlement of all outstanding charges (including any Reconnection Fee as specified in the Registration Form or such other amount determined by Celcom and/or Digi) by the Customer.

6. Mobile Numbers

1. When Celcom and/or Digi allocates any mobile numbers to the Customer, the Customer shall not have any rights to these numbers except for the sole purpose of using the Service in accordance with this Agreement.
2. The Customer shall not sell or transfer or agree to sell or transfer any of the mobile numbers to any third party.
3. Celcom and/or Digi may withdraw or change any mobile numbers assigned to the Customer for commercial, operational or technical reasons or regulatory compliance and will use its reasonable endeavors to notify the Customer in advance.
4. The Customer's rights to the mobile numbers will cease upon termination of the Service.

7. Maintenance

1. Celcom and Digi may, from time to time, conduct maintenance on its network. Celcom and Digi will use its reasonable endeavors to conduct

scheduled maintenance outside normal business hour but may not always be able to do so.

2. Celcom and/or Digi will notify the Customer if Celcom and/or Digi conducts any scheduled or unscheduled maintenance works on the Celcom's and/or Digi's Network or where interruption occurs caused by maintenance works.
3. Celcom and/or Digi will take all reasonable steps to remedy or repair the interruption if the same is caused by Celcom's and/or Digi's Network.

8. Use of the Service and the Customer's Obligations

1. The Customer is responsible for use of the Service by the End Users.
2. The Customer shall ensure that the Service is not used by the Customer and the End Users: (a) for bulk messaging; (b) to deliver messages originating from third parties to any person; (c) for activities that will adversely affect the ability of other users or systems to use the Service; (d) for purposes other than those authorised by Celcom and/or Digi or as specified in the Package details; and (e) in violation of the Terms and Conditions.
3. The Customer shall ensure that the Customer and the End Users use the Service for peer-to-peer communication and Individual Business Communication only.

9. Deposit, Charges and Billings

1. Celcom and/or Digi may, at its discretion, require the Customer to give Celcom and/or Digi, as the case may be, a deposit or upfront payment as security for the performance of the Customer's obligations to Celcom and/or Digi under the Agreement.
2. Celcom and/or Digi may, at its sole discretion, use the deposit at any time to offset any outstanding service charges or fees due and payable under any of the Customer's accounts with Celcom and/or Digi.
3. Any remaining balance will be refunded to the Customer without interest after the Service is terminated provided that there are no outstanding service charges or fees due and payable by the Customer to Celcom and/or Digi.
4. This deposit does not relieve the Customer from the Customer's obligations to pay any service charges or fees, nor does it constitute a waiver of Celcom's and/or Digi's rights to suspend, disconnect or terminate the Service due to non-payment.

5. The billing provisions outlined in **Clause 18** of the GTC shall apply to this STC for CDMVD.

10. General Exclusions

1. Celcom and Digi shall not be liable to pay any other compensation where such failure to provide the Service accordingly arises from the following:
 - a. faults caused by the Customer's Device, applications, interconnected equipment, networks, systems or gateways and/or the Customer's acts or omissions or that of the Customer's employees, sub-contractors, servants and agents; and
 - b. any scheduled outage for the performance of maintenance Service by Celcom and/or Digi on CelcomDigi's System or any non-scheduled or emergency outage.

11. Content

1. In addition to other provisions of the Terms and Conditions, the Customer is responsible for the use of the Service and any liability arising from the content which the Customer disseminates through the Service. The Customer will indemnify Celcom and/or Digi for any loss and claims arising from such use and liability on the content.

12. Maintenance Support and Problem Reporting

1. For any complaints or queries, Customer may contact below dedicated customer service touchpoints:

No.	Item	Details
1	<u>Celcom:</u> Local: 1111 Non-Celcom:+6019-6011111 Abroad: *125# (24 hours)	12x7dedicated call centre Note: CelcomDigi Help Center: https://help.celcomdigi.com/support/home
	<u>Digi:</u> Local: +6016-2211800 Abroad: *125# (24 hours)	
2	Account Management	Assigned account manager and account servicing team

13. Miscellaneous

1. Celcom and Digi reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of these Terms and Conditions without prior notice to the Customer and the Customer shall be bound to observe, perform, and comply with the Terms and Conditions herein and any amendments thereof.
2. Celcom's and Digi's decisions in any matter in relation to these Terms and Conditions shall be final and conclusive. Any request for appeal or review shall not be entertained.
3. Celcom and Digi shall not be liable for any claim by the Customer or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with these Terms and Conditions.
4. Celcom and Digi does not take any responsibility in the event the Customer is prevented from subscribing to the Service, as a result of certain technical restrictions, other limitations or Force Majeure events.
5. In the event any of these Terms and Conditions is invalid, illegal and unenforceable under any applicable law or for any reason whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
6. No delay or indulgence by Celcom and/or Digi in enforcing any terms or conditions herein shall constitute a waiver by Celcom and/or Digi of the Customer's breach of these Terms and Conditions.
7. Each party shall bear their respective costs and expenses in connection with and incidental to the preparation, execution, delivery and completion of the Agreement, including but not limited to all legal fees and out-of-pocket expenses incurred. All stamp duties payable under these Terms and Conditions, if any, shall be borne by the Customer which will be billed to the Customer.
8. These Terms and Conditions shall be construed and governed by the laws of Malaysia. In the event of a dispute, the courts of Malaysia shall have exclusive jurisdiction.