

Specific Terms and Conditions for CelcomDigi Business WiFi

The 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 Business WiFi**" or "**STC for CelcomDigi Business WiFi**") which 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 for CelcomDigi Business WiFi shall be construed as limiting any other rights Celcom and Digi may have under the Agreement unless specifically stated otherwise.

The Agreement shall come into effect on the date of execution of the Registration Form by the Parties ("**Effective Date**") and shall continue to be in force until terminated in accordance with the Terms and Conditions.

1. Definitions

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

"**CelcomDigi Business WiFi Router**" means the router leased to the Customer for the provision of the Service (as hereinafter defined) or any other equipment as determined by Celcom and Digi from time to time at its sole discretion;

"**Package Plan**" means the available Celcom's and/or Digi's internet package offered for the Service as specified in the Registration Form;

"**Service**" means either one of the following CelcomDigi Business WiFi services:

(a) CelcomDigi Business LTE/4G WiFi; (b) CelcomDigi Business 5G WiFi; and/or (c) other services as specified in the Registration Form;

"**Service Address**" means the address where Celcom and Digi agree to provide the Service to the Customer as specified in the Registration Form;

"**Torrent Sites**" means BitTorrent sites which is a technology used to distribute files over the Internet and speed up the download of large files; and

"**User**" refers to the Customer on in the case of a company, to any person nominated by the Company to be the user of the Service.

2. Period of Agreement

1. The Customer agrees to subscribe to the Service for a minimum subscription period as specified in the Registration Form ("**Minimum Subscription Period**") commencing from the Activation date. Upon expiry of the Minimum Subscription Period and provided that the Customer is not in breach of any terms of the Terms and Conditions, subscription to the Service will be automatically renewed on monthly basis ("**Extended Subscription Period**") until and unless otherwise terminated in accordance with the Terms and Conditions. Service Period refers to the Minimum Subscription Period and all Extended Subscription Period(s).

3. Provision of Service

1. The Customer is ineligible to subscribe to the Service if the Customer has any outstanding Account with Celcom and/or Digi regardless of whether such account is related to the Service or otherwise.
2. The Service is only available in certain coverage areas with LTE/4G or 5G network. To know whether the Customer is within the coverage area, the Customer may contact Celcom and Digi retail outlets, call centers, Celcom's and/or Digi's dealers, or the designated account manager duly authorised by Celcom and Digi, as the case may be. Alternatively, the Customer may visit [here](#) for 5G network coverage check.
3. For Service registration, the Customer may contact Customer's designated account manager or Celcom's and/or Digi's dealers, as the case may be.
4. Upon successful subscription to the Service, the Customer will receive (a) one (1) unit of CelcomDigi Business WiFi Router; and (b) one (1) unit of SIM Card;
5. For the service subscription of CelcomDigi Business 5G WiFi, in the event the connection is lost during the use of the Service, the Customer will still be able to use the Service using a 4G connection.
6. The Customer may request for:
 - a. cancellation of subscription to the Service ("**Cancellation**") at no charge provided that the Cancellation is requested prior to Activation;
 - b. upgrading and downgrading of Package Plan with the Service Period is not allowed; unless otherwise specified in the Registration Form.
 - c. relocation of the Service by contacting Customer's designated account manager or Celcom's and/or Digi's call centre subject to the availability of the Service at the new location at no cost for a maximum of three (3) times per year only. Celcom and Digi

reserves the rights to impose applicable charges where Celcom and Digi deems fit in the event of more than three (3) relocation request in one year.

4. CelcomDigi Business WiFi Router Warranties Exclusion

1. The CelcomDigi Business WiFi Router is provided by a third party manufacturer and is subject to the warranty terms and conditions and the standard warranty period prescribed by the third party manufacturer. ("**Warranty Period**"). For the avoidance of doubt, this warranty does not cover damages or loss of the CelcomDigi Business WiFi Router resulting from: (a) normal wear and tear; (b) act of vandalism by anyone other than Celcom and Digi; (c) burglary; (d) Customer's misuse, abuse, negligence; (e) accident; (f) unauthorised disassembly, repair, alteration or modifications including unauthorised connection carried out by the Customer on the CelcomDigi Business WiFi Router; (g) misuse, abuse, negligence or accident howsoever caused to the CelcomDigi Business WiFi Router; (h) improper testing, operation, maintenance, installation, or any alteration or modification of the CelcomDigi Business WiFi Router; (i) corrosion, rust or the use of the wrong voltage or natural oxidation; (j) damage from unstable voltage or lighting strike or any matters beyond Celcom's and/or Digi's control; and (k) the serial number differs from the serial number captured in the system based on the acknowledgment of the Service Activation.
2. Upon expiry of the Minimum Subscription Period, the title and ownership of CelcomDigi Business WiFi Router shall be transferred to the Customer.
3. The CelcomDigi Business WiFi Router can only be used on Celcom's and/or Digi's network.
4. Celcom and Digi reserves the right to change the CelcomDigi Business WiFi Router model as they deem fit.

5. Damage to CelcomDigi Business WiFi Router

1. The Customer shall be responsible for paying for the loss of or damage to the CelcomDigi Business WiFi Router, in the case of (including but not limited to) fire, theft, negligence, willful destruction or improper usage during the Service Period.
2. The Customer shall be charged for the remaining month of the Minimum Subscription Period or as otherwise specified in the Registration Form, to cover the replacement cost of any lost or damaged CelcomDigi Business WiFi Router.

6. Faulty Device Return Policy

1. Any faulty CelcomDigi Business WiFi Router shall be returned to Celcom and/or Digi or to the third party manufacturer directly, as the case may be, in its complete set including all accompanying accessories originally provided with the device (as stated in the checklist provided by Celcom and/or Digi to the Customer or in the FAQ published on CelcomDigi Website) ("**Faulty Device**"), which includes and not limited to the following:
 - A. Modem
 - B. LAN Cable
 - C. Adaptor
 - D. User Manual
 - E. Box / Packaging
2. The Faulty Device must be returned in good working condition, unless the fault itself renders the device inoperable. The costs associated with returning the Faulty Device shall be borne by the Customer.
3. If the CelcomDigi Business WiFi Router exceeds the Warranty Period or sustains damage due to the Customer's negligence, the Customer shall be responsible for the cost of repair or replacement.
4. In the event that the Customer terminates the Service due to the Faulty Device without complying with the return policy under this **Clause 6**, the Customer shall remain liable to fulfill all service charges for the unexpired term of Service Period. Celcom and Digi shall not be held liable for any claims arising from such termination by the Customer.

7. Package Plan

1. If Customer's subscription to the Service is made pursuant to a particular Package Plan, the Customer agrees to be subjected to the additional terms and conditions applicable to the Package Plan as specified in the Registration Form including the fee payable on a monthly basis ("**Monthly Fee**") and the Terms and Conditions published on CelcomDigi's Website.
2. Celcom and Digi reserves the right to amend and vary the Package Plan from time to time at its discretion or to withdraw the Package Plan at any time without assigning reasons for such withdrawal and to migrate the Customer to another Package Plan or promotional Package Plan as Celcom and Digi deems fit.
3. The Customer can monitor data usage, internet quota balance and monthly bills via the Celcom Life App or My Digi App (where applicable).

4. The unlimited internet quota is subject to Celcom's and/or Digi's Fair Usage Policy (as the case may be) which can be accessed via [here](#).
5. Celcom and Digi reserves the right to withhold and block all downloads from any Torrent Sites.

8. **Additional Service**

1. Upon subscription to the Service, the Customer may also subscribe to any value added service ("**Value Added Service**"):
 - a. subject to the terms and conditions of the respective Value Added Service;
 - b. the Customer acknowledges that Customer's ability to access and use the information via the Value Added Service depends on the features and functionality of Customer's CelcomDigi Business WiFi equipment and the nature and quality of the information being accessed via the Value Added Service;
 - c. Celcom and Digi does not represent, warrant or guarantee that Customer's CelcomDigi Business WiFi equipment will be able to access the Value Added Service; and
 - d. Celcom and Digi reserves the right to withdraw the Value Added Service provided to the Customer at any time without notice and Celcom and Digi shall not be liable for any losses or damages suffered by the Customer or any third party due to such withdrawal.

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 this agreement.
2. Celcom and/or Digi may, at its sole discretion, use the deposit at any time to offset any outstanding service charges or fee 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 and 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 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 CelcomDigi Business WiFi.

10. Suspension and Termination

1. Upon suspension, Celcom and Digi may at its absolute discretion reconnect the Service, subject to Customer's payment a reconnection fee of RM10.00 ("**Reconnection Fee**") or as specified in the Registration Form, all outstanding amounts due to Celcom and/or Digi and a refundable deposit as may be required by Celcom and/or Digi for the reconnection of the Service.
2. Either Party shall be entitled to terminate this Agreement by giving thirty (30) days prior written notice or as otherwise specified in the Registration Form to the other Party without assigning any reason whatsoever. Celcom and Digi shall not be liable for any compensation and damages towards the Customer in the event Celcom and/or Digi exercises its right to terminate for convenience in accordance with the Terms and Conditions. However, termination by the Customer prior to the expiry of any Minimum Subscription Period and/or after the Activation will be subject to a Termination Fee as prescribed in the Registration Form and shall be reflected in the Customer's final Bill.
3. Any credit balance of RM10.00 and below shall not be refunded to the Customer upon termination of the Agreement and shall be absorbed as administrative fees for the Service and/or any other services as may be provided to the Customer by Celcom and/or Digi.
4. In the event of Service termination and the Customer wishes to continue using the Service, the Customer shall be required to re-register for the Service in accordance with these Terms and Conditions.

11. Stamp Duty

1. 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 this Agreement, if any, shall be borne by the Customer which will be billed to the Customer.

12. Disclaimer

1. This Service is provided to the Customer on a "best effort" basis. Celcom and Digi 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:

- a. availability, accessibility, timeliness, continuous and uninterrupted use of the Service or secure access to the internet; and
 - b. sequence, accuracy, completeness, timeliness or the security of any data, content or information provided to the Customer as part of the Service.
2. Speed depends on factors such as modem capability, location, coverage, distance from communications tower and number of simultaneous users. Total internet quota for each Package Plan is specified during point of sales as contained in the sales material. Once the Customer's allocated internet quota finishes, the speed will be managed to a lower speed until the next billing cycle. To continue enjoying the Service at regular speed, The Customer may opt for additional quota (if applicable), which can be purchased. To ensure all our users enjoy a quality browsing experience, CelcomDigi will not assure constant connectivity if the Customer uses peer-to-peer or file sharing programs.
3. The Service usage is subject to the Celcom's and/or Digi's Fair Usage Policy. Celcom and Digi disclaims any or all liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with the subscription to the Service.

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. 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.

VERSION: 5 December 2024