

Specific Terms and Conditions for CelcomDigi Business Fibre

This CelcomDigi Business Fibre ("**Service**") 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 Fibre**" or "**STC for CelcomDigi Business Fibre**") which shall always be read together with the General Terms and Conditions for Enterprise Services ("**GTC**") and the terms and conditions of the relevant Package or Plan as published on CelcomDigi's Website as of the Effective Date (as hereinafter defined).

Nothing in this STC for CelcomDigi Business Fibre shall be construed as limiting any other rights Celcom and Digi may have under the Agreement unless specifically stated otherwise.

1. Definitions

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

"**CelcomDigi Business Fibre**" means High Speed Internet (HSI) access that uses optical fibre technology offered as part of the Service;

"**CelcomDigi Business Fibre Modem**" means the Broadband Termination Unit (BTU) or Optical Network Termination Unit (ONT) leased to the Customer for the provision of the Service or any other equipment as determined by Celcom and/or Digi, as the case may be, from time to time at its sole discretion;

"**CelcomDigi Business Fibre Router**" means the Residential Gateway (RGW) leased to the Customer for the provision of the Service or any other equipment as determined by Celcom and/or Digi, as the case may be, from time to time at its sole discretion;

"**CelcomDigi Equipment**" means the following equipment provided by Celcom and/or Digi for the Service: (i) CelcomDigi Business Fibre Modem, (ii) CelcomDigi Business Fibre Router and/or (iii) CelcomDigi Mesh WiFi (if applicable to the Package or Plan selected by the Customer);

"**CelcomDigi Mesh WiFi**" means device, offer or program provided to the Customer under an applicable Package or Plan to improve Wi-Fi signal strength and coverage. This is not a standalone equipment and must be used in conjunction with an eligible Package or Plan subscription, which is subject to a minimum subscription period as determined by Celcom and/or Digi, as the case may be;

"**Installation Date**" means the date requested by the Customer in the Registration Form or any other dates available for the supply, delivery, installation, and activation of the Service at the Service Address (as hereinafter defined);

"Installation Form" means to the Installation Form duly acknowledged by the Customer for Installation to take place and to be completed, which has been accepted and approved by Celcom and/or Digi, as the case may be; and

"Service Address" means the address where Celcom and/or Digi, as the case may be, agree to provide the Service to the Customer.

2. **Period of Agreement**

1. The Agreement shall take effect from the date of execution of the Registration Form by the Parties ("**Effective Date**") for the Service and shall continue to be in force until terminated in accordance with the terms and conditions of the Agreement.
2. Notwithstanding **Clause 2.1** above, the minimum subscription period of the Service shall be twenty-four (24) months from the Activation Date of CelcomDigi Business Fibre or unless otherwise stated the Registration Form ("**Minimum Subscription Period**").

3. **Provision of the Service**

1. The Service is only available in certain coverage areas and is contingent on the Customer's address and having an available port. To know whether the Customer's address is within the coverage area, the Customer may contact Celcom's and/or Digi's service centers, call centers, branches, agencies, or the designated account manager.
2. For Service registration, the Customer may contact the Customer's designated account manager or Celcom's and/or Digi's dealers, as the case may be.
3. Upon successful registration, the Customer will receive the installation details from Celcom and/or Digi.
4. The Customer may request:
 - a. **Service Cancellation or Rescheduling:** If the cancellation or rescheduling is requested at least seventy-two (72) hours prior to the Installation Date, no additional charges will apply. If the cancellation or rescheduling request is made after the aforementioned period, a cancellation or rescheduling fee as determined by Celcom and/or Digi shall apply.
 - b. **Alteration or Relocation:** Any alteration of the Service configuration or request for service submitted to Celcom and/or Digi is subject to Celcom's and/or Digi's approval and availability of the Service at the

new location. If approved, an alternation or relocation fee as determined by Celcom and/or Digi shall apply.

4. **Standard Installation**

1. The Customer shall ensure that the Customer has the following items required for the Standard Installation, including without limitation:
 - a. the CelcomDigi Equipment;
 - b. power socket; and
 - c. any other requirement by Celcom and/or Digi, as notified to the Customer from time to time.
2. If the Standard Installation is to be performed at a high-rise building, the Customer shall ensure that the Customer obtains the necessary approvals and/or licenses from the building management including procuring the approval for Celcom's and/or Digi's access to the main distribution frame (MDF) room and/or the subscriber distribution frame (SDF) room on the Installation Date.
3. The Standard Installation includes the following elements:
 - a. up to 100 meters fibre cable connection from the nearest distribution point ("**DP**") to the BTU within the Customer's premises; and
 - b. up to 2 meters of RJ45 cable from the BTU to the CPE.
4. The Standard Installation does not include any trenching work, non-direct cable routing and any other special requests by the Customer as further described in **Clause 5**.
5. Upon Celcom's and/or Digi's acceptance of the Customer's Registration Form for the Service ("**Acceptance**"):
 - a. The Customer will receive an e-mail from Celcom and/or Digi containing the Customer's Service registration information upon the Acceptance.
 - b. The Customer will receive an installation appointment reminder from Celcom and/or Digi to confirm the Installation Date prior to the Installation Date.
 - c. The Customer will receive an installation appointment confirmation call from Celcom and/or Digi or its authorised installer ("**Installer**"), who shall perform the installation on the Installation Date, to confirm the estimated arrival time and to re-confirm the Customer's readiness as prescribed in **Clause 4.1** above, failing which Celcom and/or Digi reserves the right to impose a cancellation or rescheduling fee as determined by Celcom and/or Digi.

- d. The Installer shall perform the Standard Installation which may take approximately three (3) to six (6) hours per location ("**Installation Time**") on the Installation Date upon the Customer's approval of the installation design on the Installation Form provided to the Customer by the Installer.
- e. Celcom and Digi shall not be liable for any damages arising out of or resulting from the work done by the Installer.

6. Notwithstanding **Clause 4.5** above:

- a. The Installation Date may vary depending on the Installer's availability and the Customer may be required to provide an alternative date for the installation if the Installation Date is not available.
- b. Celcom and/or Digi may allow the Customer to request a deference of the Installation Date ("**Deference**") at no additional charge provided that the Deference is requested no later than seventy-two (72) hours prior to the Installation Date ("**Deference Period**"). However, if the Deference request is made after the aforementioned period, a rescheduling fee as determined by Celcom and/or Digi shall apply.
- c. In the event that the Customer requests a non-standard installation of the Service as further described in **Clause 5** below ("**Non-Standard Installation**"), the cost of the Non-standard Installation shall be borne by the Customer. The Non-Standard Installation request shall be made directly to the Installer, and the cost thereof shall be paid directly to the Installer.
- d. In the event the Service cannot be installed and/or activated on the Installation Date due to:
 - i. the Customer's failure to make the premises at the Service Address ready and available for the installation as prescribed under **Clause 4.1** above;
 - ii. the Customer's failure to obtain the necessary approvals and/or licenses including access to the MDF room or SDF room; or
 - iii. any reason whatsoever which is not due to Celcom's and/or Digi's fault;the Customer may request to change the Installation Date to another date subject to a rescheduling fee as determined by Celcom and/or Digi.
- e. In the event that the circumstances prescribed in **Clause 4.6.d** continue for a period of three (3) months from the Service registration date, Celcom and/or Digi reserves the right to reject the Customer's application for the Service. Any cost associated with the preparation for the installation and/or Activation of the Service shall be borne by the Customer.

5. **Non-Standard Installation**

1. The Non-Standard Installation refers to any installation activities requested by the Customer that fall outside of the Standard Installation process. This includes, but is not limited to, the following:
 - a. installation of fibre optic over ceiling for landed property which higher than a single storey property;
 - b. installation of fibre optic over the ceiling, outside/road trenching/cutting, underground ducts, concealed wiring etc.;
 - c. supply and install replacement fibre optic from nearest fibre distribution point (FDP)/point of entry;
 - d. technical support service on the Customer's own equipment (i.e., smart TV, CCTV system, laptop, WiFi router etc.);
 - e. request hidden cabling with PVC surface casing;
 - f. supply and installation of additional CAT 5E cable(s);
 - g. replacement of 2 meters of single-mode optical fiber (SMF) patch cord;
 - h. replacement of fibre connector or fibre wall socket (FWS);
 - i. re-configuration/troubleshoot of the Customer's own WiFi connection; and
 - j. any other special requests by the Customer.
2. The Non-Standard Installation might take place due to certain conditions of residential or business premises structure which are not suitable for Standard Installation.
3. The cost for Non-Standard Installation shall be negotiated and paid directly to the Installer by the Customer. It will not be charged to the Customer's Bill. The Customer shall request a rate card document or receipt as proof of payment directly from the Installer for any Non-Standard Installation services performed.
4. Celcom and/or Digi shall not be held responsible for the quality or completeness of such works and shall not be liable for any damages arising out of or resulting from the work done by the Installer.

6. **CelcomDigi Business Fibre Modem**

1. CelcomDigi Business Fibre Modem's Condition

The CelcomDigi Business Fibre Modem is provided by a third party manufacturer and is covered by a twelve (12) month warranty, subject to the terms and conditions of the third party manufacturer's warranty. Any defects or discrepancies regarding the CelcomDigi Business Fibre Modem shall be reported to Celcom and/or Digi, as the case may be, within forty-eight (48) hours of the Customer's receipt of the CelcomDigi Business Fibre Modem. If not reported within the stipulated timeframe, it shall be conclusively presumed that the CelcomDigi Business Fibre Modem was received by the Customer in good condition.

2. Ownership of CelcomDigi Business Fibre Modem

The CelcomDigi Business Fibre Modem remains the property of Celcom and/or Digi, as the case may be, during the contract period of the Service. The ownership of the CelcomDigi Business Fibre Modem will be transferred to the Customer upon expiry of the Minimum Subscription Period, provided the Customer is not in breach of the terms and conditions of the Agreement.

7. **CelcomDigi Business Fibre Router**

1. CelcomDigi Business Fibre Router's Condition

The CelcomDigi Business Fibre Router is provided by a third party manufacturer and is covered with a twelve (12) months warranty, subject to the terms and conditions of the third party manufacturer's warranty. Any defects or discrepancies regarding the CelcomDigi Business Fibre Router shall be reported to Celcom and/or Digi, as the case may be, within forty-eight (48) hours of the Customer's receipt of the CelcomDigi Business Fibre Router. If not reported within the stipulated timeframe, it shall be conclusively presumed that the CelcomDigi Business Fibre Router was received by the Customer in good condition.

2. Ownership of the CelcomDigi Business Fibre Router

The CelcomDigi Business Fibre Router remains the property of Celcom and/or Digi, as the case may be, during the contract period of the Service. The ownership of the CelcomDigi Business Fibre Router will be transferred to the Customer upon expiry of the Minimum Subscription Period, provided the Customer is not in breach of the terms and conditions of the Agreement.

8. **CelcomDigi Mesh WiFi**

1. CelcomDigi Mesh WiFi Condition

The CelcomDigi Mesh WiFi is provided by a third party manufacturer and is covered with a twelve (12) months warranty, subject to the terms and conditions of the third party manufacturer's warranty. Any defects or discrepancies regarding the CelcomDigi Mesh WiFi shall be reported to Celcom and/or Digi, as the case may be, within forty-eight (48) hours of the Customer's receipt of the CelcomDigi Mesh WiFi. If not reported within the stipulated timeframe, it shall be conclusively presumed that the CelcomDigi Mesh WiFi was received by the Customer in good condition.

2. Ownership of the CelcomDigi Mesh WiFi

The CelcomDigi Mesh WiFi remains the property of Celcom and/or Digi, as the case may be, during the contract period of the Service. The ownership of the CelcomDigi Mesh WiFi will be transferred to the Customer upon expiry of the Minimum Subscription Period provided the Customer is not in breach of the terms and conditions of the Agreement.

9. Exclusion of Warranties

1. The warranties under **Clauses 6.1, 7.1 and 8.1** above shall not be applicable upon the occurrence of any of the following events:
 - a. the expiry of the respective warranty period(s) of CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi, as the case may be;
 - b. the serial number or warranty seal on the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi, as the case may be, has been altered, defaced, or removed;
 - c. the labels on the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi, as the case may be, have been destroyed, moved, or modified;
 - d. the serial number on the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router, or CelcomDigi Mesh WiFi differs from the serial number captured in the system based on the Customer's acknowledgment of the Service Activation; and
 - e. the Customer fails to notify Celcom and/or Digi within forty-eight (48) hours of the alleged defect or malfunction of the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi, as the case may be, during the respective warranty periods(s) of CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi.
2. For the avoidance of doubt, the warranty does not cover damages or loss of the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router and/or CelcomDigi Mesh WiFi, as the case may be, resulting from:
 - a. normal wear and tear;
 - b. act of vandalism, burglary or accidental damage;
 - c. unauthorised disassembly, repair, alteration or modifications including unauthorised connection carried out by the Customer on the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router, or CelcomDigi Mesh WiFi, as the case may be;
 - d. Customer's misuse, abuse, negligence, or accident howsoever caused;
 - e. improper testing, operation, maintenance, installation by the Customer;
 - f. corrosion, rust or the use of wrong voltage or natural oxidation; and
 - g. damage from an unstable voltage or lightning strike or any matters beyond Celcom's and/or Digi's control.
3. If the CelcomDigi Business Fibre Modem, CelcomDigi Business Fibre Router or CelcomDigi Mesh WiFi is damaged or found to be faulty due to the Customer's negligence or misuse, the Customer shall be liable to pay charges for repair or replacement, as determined by Celcom and/or Digi.

10. **Deposit**

1. Celcom and/or Digi, as the case may be, may request payment for registration of the Service which may include, without limitation, a refundable deposit ("**Deposit**").
2. Celcom and/or Digi reserves the right to utilise the Deposit to offset any amount due from the Customer to Celcom and/or Digi including but not limited to any outstanding charges under any of the Customer's Accounts.
3. Subject to **Clause 10.2** above, any balance Deposit exclusive of interest (if any) will be returned to the Customer within four (4) months from the date of the expiry or termination of this Agreement subject to the deduction of any amount claimed by Celcom and/or Digi in the event the Customer is in breach of any of the terms of this Agreement.

11. **Package or Plan**

1. If the Customer's subscription to the Service is made pursuant to a Package or Plan, the Customer agrees to be subject to the additional terms and conditions applicable to the Package or Plan.
2. Celcom and/or Digi reserves the right to amend the Package or Plan from time to time at its discretion or to withdraw the Package or Plan at any time without assigning reasons for such withdrawal and migrate the Customer to another package or plan or promotional package or plan as Celcom and/or Digi deems fit.

12. **Service Acceptance Test ("SAT")**

1. Celcom and/or Digi or the Installer shall perform a SAT upon completion of the installation of CelcomDigi's Equipment to verify that the Service is available. The SAT includes, amongst others, configuration, testing and confirming that the internet service is accessible whether using the Customer's access device (i.e., a personal computer, laptop or Wi-Fi enabled mobile device) or Celcom's and/or Digi's access device. Celcom and/or Digi or the Installer may request the Customer to attempt accessing the internet service using the Customer's access device once the Service has been provisioned.
2. The Service shall be deemed to commence upon completion of the SAT and invoicing shall commence on the same day. The Customer is required to acknowledge the completion of the SAT, failing which Celcom and/or Digi shall deem that the SAT to be completed and accepted by the Customer.

13. **Termination**

1. Celcom and/or Digi shall be entitled to terminate this Agreement by giving at least thirty (30) days prior written notice to the Customer without assigning any reason whatsoever. Celcom and/or Digi shall not be liable for any compensation and/or 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.

2. The Customer may request for termination of the Service at any time during the Term by submitting an official written request to Celcom and/or Digi, as the case may be. Celcom and/or Digi will verify and process the termination within a reasonable timeframe following receipt of the request from the Customer.
3. Notwithstanding the foregoing, if the Service is terminated by the Customer prior to the expiry of the Minimum Subscription Period, an early termination fee as determined by Celcom and/or Digi shall be imposed on the Customer and reflected in the Customer's final Bill.

14. Additional Service

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

15. 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.

16. Disclaimer

1. This Service is provided on a "best effort" basis. Celcom and/or 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. Notwithstanding **Clause 16.1** above, the availability and speed of the Service shall be subject to the following:

- a. Celcom's and/or Digi's network availability; and
- b. the CelcomDigi Equipment's capability including but not limited to the coverage, location, Celcom's and/or Digi's network traffic and the type of data being transmitted by the Customer.

17. Miscellaneous

1. Celcom and/or 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/or 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/or 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.