

Specific T&C for SIM Based Services – Machine-to-Machine

The SIM Based Services – Machine-to-Machine (“**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 M2M**” or “**STC for M2M**”), 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 M2M 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 Customer (“**Effective Date**”) and shall continue to be in force until terminated in accordance with the Terms and Conditions.

Definitions

In this STC for M2M, unless the context otherwise requires, the capitalised terms have the meanings assigned to them below and in the GTC.

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

“**End Users**” means (a) the legitimate and authorised employees of Customer OR any third party whom Customer resells the Service to; (b) whom the Customer allows to use the Service; and (c) uses or relies on the Service;

“**Billing Account**” means an account created by Celcom and/or Digi, for billing purposes, under the Customer’s name for the Service;

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

“**MCS Self Care Portal**” refers to a portal known as M2M Connected Services (MCS) is an online business portal powered by Celcom where Customer may manage Customer’s subscription to the Service which includes but is not limited to activation or termination of SIM Card by the Customer; and

“**MDB Online Portal**” refers to a portal known as MyDigi Business (MDB) is an online business portal powered by Digi where Customer may manage Customer’s subscription to the Service which includes but is not limited to activation or termination of SIM Card by the Customer; and

“Termination Fee” means the termination fee payable by Customer to Celcom and/or Digi in the event any Service line is terminated within its respective Contract Period.

1. Period of Agreement

1. The Customer’s subscription to the Service is not subject to any minimum subscription period and the Agreement shall remain valid and effective throughout the Term.
2. Notwithstanding the above, each SIM Card activated is subject to the Contract Period as specified in the Registration Form.

2. Provision of Service

1. Upon subscription to the Service, Celcom and/or Digi will provide blank SIM Cards to the Customer in the quantity requested by the Customer as specified in the Registration Form and Customer may activate or terminate activated SIM Card(s) via the MCS Self Care Portal and MDB Online Portal as and when required by the Customer.
2. Celcom and/or Digi shall provide and supply the Service operating in 2G, and 4G LTE communication services or any other frequency or wireless broadband services as specified in the Registration Form.
3. Celcom and/or Digi will provide the Service to the Customer in accordance with the Service 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.
4. Celcom and 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.
5. The Customer may subscribe to any available VAS offered by Celcom and/or Digi from time to time. Celcom’s and Digi’s prevailing rates for the VAS shall apply.
6. 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.
7. Use of the MCS Self Care Portal and MDB Online Portal are subject to further terms and conditions.

3. Connectivity and Internet

1. Celcom and/or Digi shall provide the Customer with the Service using CelcomDigi's System. Notwithstanding the 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 Digi in the future, the Customer may need to upgrade the Customer's mobile terminal equipment or Device at the Customer's own expense.
2. 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.
3. In the event that the Customer applies for additional Service lines, Celcom and/or Digi shall issue additional SIM Cards according to the number of lines requested by the Customer.
4. The Customer will be allocated with data quota according to the Package subscribed by the Customer. Upon full utilization of the data quota, the SIM Card speed will be throttled up to 64kbps with best effort and capped at 15GB until the next Bill cycle.

4. 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 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 that the Customer subscribes to.
4. The Customer shall not change or transfer the ownership of the SIM Card without Celcom's 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's 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 Celcom's and/or Digi's Service.
7. Replacement of lost or stolen SIM Card is subject to additional payments by the Customer if the SIM Card is lost or stolen within one (1) year from the date of issuance. In the event of suspension of the Service line, Celcom and/or Digi shall only reconnect the Service line upon the Customer paying all outstanding charges and a Reconnection Fee as specified in the Registration Form or such other amount at Celcom's and Digi's discretion.
8. The Customer shall exercise Activation of SIM Card via the MCS Self Care Portal or MDB Online Portal on a real time basis. Any Change of Rate Plan will be effective in the next Bill cycle.

5. 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 the Agreement.
2. The Customer shall not sell or transfer or agree to sell or transfer these mobile numbers to any third party.
3. Celcom and/or Digi may withdraw or change any mobile number allocated to the Customer, for commercial, operational or technical reasons or compliance with any requirement of the regulatory authority by giving the Customer reasonable prior notice.
4. The Customer shall not have any further rights to the mobile numbers in the event of termination of the Service.

6. Maintenance

1. Celcom and Digi may, from time to time, conduct maintenance on its network. Celcom and Digi shall 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. If Celcom and/or Digi finds that any interruption is caused by Celcom's and/or Digi's network, Celcom and/or Digi shall take all reasonable steps to remedy or repair the same.

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

1. The Customer may use the Service in the capacity of a service integrator ("SI") where the Customer may resell the Service to End Users who are third parties. The Customer is responsible for use of the Service by the End Users.
2. The Customer shall procure that the Service is not used by the Customer and the End Users: (a) to provide 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 or Registration Form; and (e) in violation of the Terms and Conditions.
3. The Customer shall further procure that Service will be used by the Customer and the End Users only for the intended purposes under the Agreement.

8. Deposit

1. Celcom and/or Digi may, at its discretion, require the Customer to give Celcom and/or Digi a deposit as security for the performance of the Customer's obligations to Celcom and/or Digi. The Customer cannot require Celcom and/or Digi to apply the deposit to payment of any charges or fees. Celcom and/or Digi may, at its discretion, use the deposit at any time as Celcom and/or Digi deems appropriate to offset any outstanding charges or fees amounts due under any of the Customer's accounts with Celcom and/or Digi. Any remaining balance will be refunded to the Customer without interest after this Agreement is terminated and the Customer has paid all outstanding amounts due accruing or payable to Celcom and/or Digi. A deposit shall not relieve the Customer from the Customer's obligations to pay any 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.

9. Charges and Billing

1. Celcom and/or Digi shall charge the Customer the rates as prescribed in the Registration Form, or any applicable promotional Packages subscribed by the Customer (if any), and on the expiry of such promotional Packages, in accordance with Celcom's and/or Digi's then prevailing pricing rate.
2. The Customer is liable to pay all fees and charges for the Service as specified in the Registration Form including the Taxes whether or not the Customer uses the Service.
3. Total fees and charges payable by the Customer to Celcom and/or Digi for each month shall be based on the Bill or Invoice issued by Celcom and/or Digi to the Customer for the total number of Service lines activated as of the Bill or Invoice billing cycle. The Customer may verify the details on the MCS Self Care Portal and/or MDB Online Portal.
4. The billing provisions outlined in **Clause 18** of the GTC shall apply to this STC for M2M.

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 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. 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 any Service line at any time during the Term by submitting the request via the MCS Self Care Portal and/or MDB Online Portal. Celcom and/or Digi will verify and approve such request within three (3) days and the Service line will be terminated within three (3) days from the date of the request.
3. Termination of any Service line by the Customer at any time during its respective Contract Period will be subject to the Termination Fee specified in the Registration Form.
4. The Agreement will be deemed terminated in the event all existing Service lines are terminated by either Party for any reason whatsoever.
5. Termination of the Agreement at any time will render all existing active Service lines to be terminated and will always be subject to the Termination Fee specified in the Registration Form.

13. Maintenance Support and Problem Reporting

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

No.	Item	Details
1	a) Celcom Careline - Hotline No: 1111 or 019-6011111 (Non-Celcom) or email at support@celcom.com.my	12x7 dedicated call centre Note: a) Turnaround time: 48 hours b) The two email IDs will be deflected to the online web form (https://help.celcomdigi.com/support/home)
	b) Digi Careline - Hotline No: 016-2998888 or email at bsc@diigi.com.my	
2	Account Management	Assigned account manager and account servicing team
Note : Further enquiries related to 3rd party applications/solutions may be handled by the respective providers		

14. 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 this 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.

15. 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; and
 - b. sequence, accuracy, completeness, timeliness or the security of any data, content or information provided to the Customer as part of the Service (where applicable).
3. The Service usage is subject to the Celcom’s and/or Digi’s Fair Usage Policy.
4. 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.

16. 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.
3. 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.
4. 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.
5. 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.

6. 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: 1 July 2024