

CelcomDigi Fibre Terms and Conditions (T&C)

This CelcomDigi Fibre is a fixed internet access service to your home ("**Fibre Internet Service**"). This Fibre Internet Service is made available by Celcom Mobile Sdn Bhd ("**Celcom**") and Digi Telecommunications Sdn Bhd ("**Digi**") subject to the terms and conditions provided herein ("**Terms and Conditions**"). You acknowledge that you have read and fully understood these Terms and Conditions. Your use of the Fibre Internet Service, upon activation, constitutes unconditional acceptance to be bound by these Terms and Conditions as may be amended from time to time by Celcom and Digi.

1. General

1.1. The Fibre Internet Service comprises different plans that you may choose, the details of which are available herein (the "**CelcomDigi Fibre Plan**"). Celcom and Digi reserve the right to change the CelcomDigi Fibre Plan from time to time as Celcom and Digi deem fit.

1.2. Fibre Internet Service:

1.2.1. The Fibre Internet Service comprises the following equipment ("**CelcomDigi's Equipment**"):

- (a) A Broadband Termination Unit ("**BTU**");
- (b) A Wi-Fi Router ("**CPE**"), if required by you;

If your home is an apartment, the Access Line is from the MDF Room to the BTU in your apartment or if your home is a landed property, the Access Line is from the nearest fibre junction box to the BTU in your home. All of the above components will be installed according to our Standard Installation as set out below.

1.3. Fibre Internet Service Availability:

1.3.1. The Fibre Internet Service is only available in areas where Celcom or Digi has such fibre internet coverage ("**Designated Area**"). This may be looked up at the CelcomDigi Fibre Plan on the CelcomDigi's website <https://fibre.celcomdigi.com>.

Upon submission of your completed application, you will receive a Whatsapp from Celcom or Digi within approximately three (3) business days from your application submission date, to inform you to engage for

verification and proceeding with your application. The provision of the Fibre Internet Service is at Celcom's and Digi's sole discretion.

1.4. Fibre Internet Service Eligibility:

1.4.1. You are ineligible for the Fibre Internet Service if:

- a) you have any outstanding payments with Celcom and/or Digi for any other telecommunications service which you subscribed with Celcom and/or Digi; or
- b) you are blacklisted by any other fixed and / or mobile telecommunications providers;
- c) you fail the credit worthiness check. In this regard, you hereby consent and allow Celcom and/or Digi to attend to any credit check on you; and / or
- d) Celcom and Digi are of the reasonable opinion that you will use the Fibre Internet Service for any illegal activities.

1.5. The provision of the Fibre Internet Service is contingent on your address (the "Premises") being within the Designated Area and having an available port. For the avoidance of doubt, if the Premises is within the Designated Area but there are other issues arising (including but not limited to unavailability of fibre port(s)), Celcom and Digi reserve the right to provide you alternative internet service as an interim measure. In such cases, Celcom and Digi shall not be held liable for any inability to provide assistance, or the outcome of any assistance rendered.

2. **CelcomDigi Fibre Plan**

2.1. Celcom and Digi currently offer Three (3) different CelcomDigi Fibre Plans namely:

- (i) CelcomDigi Fibre 50Mbps,
- (ii) CelcomDigi Fibre 100Mbps,
- (iii) CelcomDigi Fibre 300Mbps.

You understand that the Fibre Internet Service experience provided is on a best effort basis and is subject to device compatibility and location.

2.2. The CelcomDigi Fibre Plan is governed by these respective terms and does not take precedence over each other:

(a) Celcom's Privacy Statement and Fair Usage Policy;

(b) Digi's Privacy Notice; and

(c) any other relevant policies that are related to the Fibre Internet Service as may be published on Celcom's and Digi's website from time to time (collectively referred to as the "Terms"). By subscribing to any of the CelcomDigi Fibre Plan, you are deemed to have read and accepted all the Terms.

3. **Fibre Internet Service Rules**

- 3.1. You must be aged eighteen (18) years and above to subscribe for a CelcomDigi Fibre Plan. By subscribing to the CelcomDigi Fibre Plan, you represent and confirm that you are eighteen (18) years and above, and of sound mind. If you are a company incorporated under the laws of Malaysia and are acquiring this Fibre Internet Service for a director and/or employee only, then these terms are applicable to you. The continued use of the Fibre Internet Service by the end-user director or employee is deemed to be that end-user's acceptance of the terms in these Terms and Conditions.
- 3.2. You shall ensure and undertake that all information (and documents) submitted to Celcom and Digi for the purpose of subscribing to the CelcomDigi Fibre Plan are accurate, true, current and complete and undertakes to inform Celcom and Digi of any updates of such information if there are any changes thereafter.
- 3.3. You are required to submit the following documents to Celcom and Digi for verification purpose during application, registration and / or installation processes:
 - (a) MyKad (Malaysians) or MyKAS/MyPR (permanent resident); or
 - (b) Passport with at least a minimum of twenty-four (24) months validity.
- 3.4. You undertake that any information submitted and / or representation made is correct and legitimate. Celcom and Digi reserve the right to rely on the information submitted and / or representation in order to proceed with the subscription application. Celcom and Digi reserve the right to make further enquiry due to any uncertainty of the information submitted and / or representation made by you or your authorized representative. You hereby represent that any documentation presented for the purpose of online subscription is true, accurate, current, and complete and shall be kept in Celcom and Digi record and is admissible in any court

of law and conclusive documents.

- 3.5. Right to use the Fibre Internet Service: The Fibre Internet Service is made available to you for you and your household's own use only. You should not use the Fibre Internet Service for any commercial gain. You are responsible for how the Fibre Internet Service and CelcomDigi's Equipment are used. Your use of the Fibre Internet Service shall at all times be in accordance with the applicable law and these Terms and Conditions.
- 3.6. Transfer of ownership: Transfer of ownership for CelcmDigi Fibre Plan is not allowed.
- 3.7. Relocation of Fibre Internet Service:
 - 3.7.1. Relocation of the Fibre Internet Service to a different home address is subject to Celcom's and Digi's area of fibre coverage. A new 24-month contract will be applicable upon successful relocation.
 - 3.7.2. Celcom and Digi may terminate the FibreInternetService with notice to you if the Fibre Internet Service cannot be provided and/or is not available at your relocated Premises, and you may be required to pay the early termination charge as stated in the service terms.
 - 3.7.3. You must bring over the CelcomDigi's Equipment (including accessories for equipment connected to the Fibre Wall Socket of your Premise) to your new Premise in order to continue the Fibre Internet Service. Celcom and Digi will not be responsible for any damage to the equipment during the relocation process.
 - 3.7.4. Every relocation request will be subjected to a RM200 Service Relocation Fee.
- 3.8. Internet Access: Celcom and Digi have no control over what content, information, service or websites that you may access using the Fibre Internet Service, and accordingly Celcom and Digi are not responsible for any damage or loss that you may suffer as a result of doing so. Your access to the websites is at YOUR OWN RISK. However if your laptops, personal computers, smartphones or other access devices, become infected with malicious software which enables a third party to use those devices to launch a distributed denial of service attack or other forms of cyberattacks using the Fibre Internet Service, and such an attack compromises or affects Celcom and Digi network, Celcom and Digi shall immediately suspend your

Fibre Internet Service until Celcom and Digi can determine the root cause, and if it is due to the fact that you did not take reasonable precautions to mitigate against such possibilities (by installing current and updated anti-virus software) you are liable to compensate Celcom and Digi for any costs and / or expenses incurred.

3.9. Prohibited Use. You shall not:

- 3.9.1. use the Fibre Internet Service for any unlawful purpose including without limitation for any criminal purposes;
- 3.9.2. use the Fibre Internet Service to send any unsolicited messages or any messages which are obscene, threatening or offensive on moral, religious, racial, or political grounds to any persons;
- 3.9.3. compromise or infect any systems with computer viruses or otherwise;
- 3.9.4. infringe any intellectual property rights of Celcom and Digi or any third party;
- 3.9.5. resell or sublet the Fibre Internet Service to any third parties without prior written consent from Celcom and Digi; and
- 3.9.6. use the Fibre Internet Service in any manner, which in Celcom's and Digi's opinion may adversely affect the use of the Fibre Internet Service by other customers or efficiency or security as a whole.

3.10. CelcomDigi's Equipment. You shall:

- 3.10.1. Take appropriate measures to safeguard CelcomDigi's Equipment;
- 3.10.2. Properly maintain and keep CelcomDigi's Equipment at a safe place;
- 3.10.3. Adhere to all Celcom and Digi's instruction from time to time in relation to the use of the CelcomDigi's Equipment;
- 3.10.4. Be responsible for all costs of repairs incurred in relation to CelcomDigi's Equipment if it is proven that any fault in such CelcomDigi's Equipment whether by act or omission is caused by you;
- 3.10.5. Not hold Celcom and Digi liable if your equipment and / or other devices is damaged due to, including but not limited to fire, flood or lightning strike

whilst using CelcomDigi's Equipment;

- 3.10.6. Not hold Celcom and Digi liable or responsible if Celcom and Digi are unable to replace or change the CelcomDigi's Equipment to a similar model or type as the existing CelcomDigi's Equipment. Celcom and Digi reserve the right to replace the CelcomDigi's Equipment to any model or type available during such period at Celcom and Digi's discretion.

4. Upgrade of Celcom Home Fibre Plan/Digi Fibre Plan to CelcomDigi Fibre Plan

4.1. You are allowed to at no additional charge to:

- (a) upgrade your Digi Fibre Plan or Celcom Home Fibre Plan to CelcomDigi Fibre Plan; or
- (b) upgrade your CelcomDigi Fibre plan to Celcom Home Fibre 500Mbps, Celcom Home Fibre 1Gbps; or
- (c) upgrade your CelcomDigi Fibre Plan to Digi Fibre 190, Digi Fibre 270, Digi Fibre 290; or
- (d) upgrade your CelcomDigi Fibre Plan to any higher speed plans made available from time to time.

Upon successful upgrade, your monthly bill will be prorated based on the usage of the previous plan and current plan.

- 4.2. In the event of you downgrade your CelcomDigi Fibre Plan, you shall be charged a fee of RM50.00 per request/per transaction.
- 4.3. You are prohibited from downgrading your CelcomDigi Fibre Plan to Celcom Home Fibre or Digi Fibre Plan.

5. Installation of Fibre Internet Service

- 5.1. Installation Appointments: Your appointments will be confirmed during application processing. A Whatsapp reminder will be sent a day before and on the day of installation to notify you about your Fibre Installation.
- 5.2. Rescheduling: If you are unable to attend on the Installation Date or require a change to the Installation Date, you must inform Celcom and Digi before the Installation Date to reschedule the installation works. Should you fail to do so, or Celcom and Digi attend to your home on the original, agreed appointed Installation Date to install CelcomDigi's Equipment and you are not available at the Premises, the

Installation Date shall be deemed as cancelled and any rescheduling of a new installation date will be subject to a rescheduling charge of RM200. Any rescheduled installation must be completed within twenty-one (21) days from the initial Installation Date, failing which the application is deemed terminated and you will be charged actual costs incurred by Celcom and Digi accordingly. In any event, Celcom and Digi shall not be liable for any further delays due to your deferment.

- 5.3. Cancellation prior to fixing an installation date: At the time Celcom and Digi contact you to fix an installation appointment, you may cancel the Fibre Internet Service and in such a case, Celcom and Digi will not provision the Fibre Internet Service and there is no service termination fee payable by you. Should you cancel the Fibre Internet Service after Celcom and Digi have fixed the installation date, such cancellation shall be subject to a cancellation charge of RM200.
- 5.4. Access to Home: By agreeing to subscribe to the Fibre Internet Service, you hereby consent that Celcom and Digi and/or authorized agents are authorized / allowed to access to your Premises, on the Installation Date (and / or any rescheduled Installation Date, as the case may be), to install and place CelcomDigi's Equipment at your Premises, for the Fibre Internet Service to be activated.

6. Installation

- 6.1. Standard Installations: The installation at your home that Celcom and Digi perform is Standard Installation. Should you require any non-standard installation (including but not limited to over the ceiling, underground ducts, concealed wiring and etc.), you may request Celcom and Digi installer, or another party appointed by you, to do the same, and you would be liable for the charges that the installer levies on you for the non-standard installation, and Celcom and Digi are not responsible for any defects and/or damage caused or contributed by Celcom and Digi installer in undertaking the non-standard installation requested by you.
- 6.2. Standard Installation includes the following elements: Up to 100 meters fibre cable connection from the nearest Distribution Point ("DP") to the BTU and up to 2m of RJ45 cable from the BTU to the CPE. Should you require additional length of cable, you will have to bear any extra charges following the rates of RM 50 for every 5m of fibre cable. This one-time extra charge will be charged to your Fibre Bill.
- 6.3. Standard Installation does not include any of the following: trenching work, non-direct cable routing, underground, concealed or over-roof cabling. Such work and its associated charges will be negotiated directly between you and the installer and will be completed at your expense. Celcom and Digi will not be

held responsible for the quality or completeness of such work.

- 6.4. The installation takes time to complete, and you must be present during installation or designate a person aged eighteen (18) or above to be present on your behalf (the "Designated Person"), failing which Celcom and Digi installer is not obliged to proceed with the installation and in such case you will be liable for a cancellation charge of RM200, or if our installer does then you will be deemed to have agreed to all risks associated and release Celcom and Digi from any claims arising thereto. If a Designated Person is present on the Installation Date, you hereby agree and authorize the Designated Person to sign the service acceptance form ("SAF") on your behalf. You hereby agree that you shall be fully responsible and liable for any act or decision or confirmation made by your Designated Person.

7. **Service Acceptance Test (SAT)**

- 7.1. We will perform a simple SAT upon completion of the installation of CelcomDigi's Equipment to determine that the Fibre Internet Service is available. The SAT includes amongst others configuration, testing and verifying that the internet service is accessible whether using your access device (such as a personal computer or laptop or Wi-Fi enabled mobile device) or Celcom and Digi access device. Celcom and Digi or authorized installer may request that you attempt to access the internet service using your access device once the Fibre Internet Service is provisioned.
- 7.2. The Fibre Internet Service is deemed to commence upon completion of the SAT and invoicing shall commence on the same day as the SAT. You are required to acknowledge the completion of the SAT, failing which Celcom and Digi shall deem that the SAT is completed, accepted and is successful.

8. **Initial Service Terms**

- 8.1. Initial Service Term: The CelcomDigi Fibre Plan commences on the completion of SAT or such other date as stated in the Service Acceptance Form (SAF) or as approved by Celcom and Digi in writing and is for a minimum period of twenty-four (24) months ("Initial Service Term"). Upon the expiry of the Initial Service Term, the Internet Service shall be automatically renewed on a monthly basis. The renewal shall be on the same terms and conditions as set out in these Terms and Conditions as may be updated by Celcom and Digi from time to time. The Service Acceptance Form shall form part of these Terms & Conditions.
- 8.2. Termination: If you terminate the CelcomDigi Fibre Plan for whatsoever reason prior to the expiry of the Initial Service Term, you shall be liable to pay a service termination fee Minimum of RM500 or the amount of remaining month multiply

by the monthly charge, whichever is higher.

- 8.3. Return of CelcomDigi's Equipment upon termination: Upon termination of the Fibre Internet Service, you must return CelcomDigi's Equipment in good working condition. If you fail to return CelcomDigi's Equipment or if you return the CelcomDigi's Equipment in poor condition, you will be charged a fee of RM500. You must ensure that all and any personal and confidential data/information has been cleared from the device, Celcom and Digi are not liable for any loss due to Personal data leakage from any devices returned.

9. **Service Limitations, Interruptions, Suspension & Discontinuation**

- 9.1. Quality of Service: Celcom and Digi aim to provide a continuous, high-quality service using reasonable care and skill. Celcom and Digi provision of the Fibre Internet Service is nevertheless on a best-effort basis. Due to the nature of the Fibre Internet Service and the equipment Celcom and Digi use to provide the Fibre Internet Service, Celcom and Digi cannot guarantee that the Fibre Internet Service is available all the time. You may experience service disruptions from time to time. Celcom and Digi reserve the right to manage your speed should you exceed the stipulated data volume quota (if any are imposed by Celcom and Digi from time to time) or violate any terms and conditions regarding the usage of the Fibre Internet Service.
- 9.2. Service Limitations: As there are limitations on the usage of Wi-Fi due to physical obstructions within your home, such as walls, other frequency emitting devices, that may degrade the quality of the Wi-Fi signal or affect its strength. As such Celcom and Digi are not responsible for any degradation of the Fibre Internet Service due to such factors or to take measures to rectify such degradation.
- 9.3. Occasionally Celcom and Digi might have to interrupt, change or temporarily suspend some or all of the Fibre Internet Service, due to maintenance, upgrading or repairing of Celcom and Digi network or of third-party networks that Celcom and Digi are interconnected to for the provision of the Fibre Internet Service. If this happens, Celcom and Digi will try to get the network up and running again as quickly as possible. If there are faults in Celcom and Digi network affect the Fibre Internet Service, Celcom and Digi shall endeavor to fix it as soon as possible, but Celcom and Digi shall not be liable to you for such interruption or factors that affect the Fibre Internet Service.
- 9.4. Service Management Boundary: Celcom and Digi will provide and manage the Fibre Internet Service up to the BTU including the provisioning, maintenance, and management of all elements up to the BTU located within your home ("Service

Management Boundary"). Celcom and Digi will have no responsibility for the Fibre Internet Service beyond the Service Management Boundary.

- 9.5. You will be responsible for the Fibre Internet Service from your side of the Service Management Boundary, which is from the Service Equipment, and further acknowledges that (a) Wi-Fi signal strength will be impacted or affected by concrete and brick walls or other frequency producing devices that may affect, impair or interrupt the Fibre Internet Service and (b) your end-user access devices (including laptops, smartphones etc.) may affect the Fibre Internet Service, such end-user's Fibre Internet Service experience and/or interference with the radio frequency of the Wi-Fi signals, and for which Celcom and Digi are not responsible.
- 9.6. Celcom and Digi reserve the rights at any time, without prior notice and without being liable to you or any third party, to interrupt, bar, suspend, restrict the Fibre Internet Service for such time as Celcom and Digi see fit or terminate, discontinue, or disconnect the Fibre Internet Service if:
 - 9.6.1. it shows excessive usage or placed an unusual burden on Celcom and Digi network;
 - 9.6.2. it is for unlawful or fraudulent activities or for suspected unlawful or fraudulent activities;
 - 9.6.3. it is not in accordance with Fair Usage Policy;
 - 9.6.4. it is for commercial / non-personal purposes;
 - 9.6.5. the monthly Charges is not paid promptly in accordance with the billing due date;
 - 9.6.6. it is disrupted due to technical issues; or
 - 9.6.7. it is subject to a request from lawful authorities to suspend or terminate your connection.
- 9.7. Celcom and Digi reserve the rights at any time, without being liable to you or any third party, to discontinue the Fibre Internet Service. In such an event, Celcom and Digi will offer you a comparable service from Celcom and Digi product range (for example, Mobile Broadband) at an equivalent price, or the current market rate, whichever is lower.

10. **Products, Defects & Warranty**

- 10.1. CelcomDigi's Equipment will come with a 12 months warranty. If within 12 months any of the CelcomDigi's Equipment is defective, Celcom and Digi will replace the same at no charge to you PROVIDED ALWAYS THAT such defect damage is due to Celcom and Digi fault and NOT due to your failure to adhere to our instructions or the instructions of the manufacturer.
- 10.2. If the BTU malfunction due to your household's negligence, carelessness, or failure to adhere to Celcom and Digi instructions, Celcom and Digi may offer to replace the BTU at a charge of RM500. You will continue to be bound by the contract terms even if you do not opt to receive a Replacement BTU.
- 10.3. If the CPE is defective or is damaged (NOT due to your or your household's negligence, carelessness or failure to adhere to Celcom and Digi or manufacturer's instructions) and such defect or damage occurs within one (1) year from the SAF and you are still subscribing to the Fibre Internet Service, then Celcom and Digi will repair or replace the CPE at no charge to you. If the CPE is defective after the initial one (1) year from the SAF, Celcom and Digi may charge a repair / replacement fee of RM150. You will be charged a Fee of RM200 if a field Engineer is sent over to your residence and the conclusion is that the disruption in quality of service is caused by factors that are beyond Celcom and Digi control.

11. **Charges, Fees, Billing & Payment**

- 11.1. The monthly recurring charges and / or any applicable charges and rates table for the Fibre Internet Service is as set out on the CelcomDigi Fibre page (the "Charges").
- 11.2. RM500 deposit will be charged in the CelcomDigi Fibre bill for non-Malaysians.
- 11.3. Recurring Charges: The Fibre Internet Service has a fixed monthly recurring Charges, the amount shall correspond with the CelcomDigi Fibre Plan that you have selected.
- 11.4. You shall be responsible for the usage and payment of the Charges:
 - (a) including but not limited to the payment of all the Charges and any other related charges due to Celcom and Digi pursuant to these Terms and Conditions in a timely manner, even if you have exceeded the Credit Limit regardless of whether the usage of the Fibre Internet Service is authorized by you;

- (b) regardless of whether you have received your bill or where there is a delay in the receipt of your bill;
 - (c) incurred under a period of suspension, interruption, or loss of Fibre Internet Service due to your request or resulting from your default including but not limited to any disconnection or reconnection charges imposed by Celcom and Digi; and
 - (d) including the processing fee or any service tax imposed on the Charges.
- 11.5. Celcom and Digi may introduce other mode of billing from time to time by giving you prior notice.
 - 11.6. You must pay Celcom or Digi on or before the date specified in your respective bill ("Due Date") without the need for any further notice. You may make such payment at any Celcom or Digi service centers, call centers, branches, payment kiosks, agencies, or through collection agents duly authorized by Celcom and Digi.
 - 11.7. Subject to Clause 11.6 above, if any fees or charges remain unpaid after the Due Date, Celcom or Digi may charge interest at the rate of 1.5% per month ("Late Payment Interest") on such overdue amount. Celcom or Digi at its sole discretion may waive or revise any Late Payment Interest or charges.
 - 11.8. Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
 - 11.9. In the absence of fraud or manifest error, Celcom or Digi may rely on each bill as conclusive evidence against you of the accuracy, completeness, and truth of all matters stated in it unless you dispute the bill in the manner stated below.
 - 11.10. You are responsible for paying all charges without any counterclaim, deduction, off set or withholding. All payments shall be applied first to bills in arrears, including interest and penalties, the balance, if any, to be applied to the current bill.
 - 11.11. Celcom and Digi reserve the right to suspend or disconnect the Fibre Internet Service if any bill or part thereof remains unpaid after the Due Date in the manner prescribed in Clause 11.12 below. Celcom and Digi shall not be liable to you in any way for the suspension.

- 11.12. Subject to Clause 11.11 above, Celcom and Digi may at its sole and absolute discretion suspend or terminate your Fibre Internet Service if any bill or part thereof remains unpaid after the Due Date irrespective of whether you have received the bill.
- 11.13. Subject to Clause 11.11 above:
- (a) Celcom shall not be liable to you in any way for such suspension;
 - (b) a reconnection fee of RM10 or such other amount at Celcom's or Digi's discretion may be imposed on you for reconnection of the Fibre Internet Service due to suspension upon the expiry of the suspension; and
 - (c) in the event of termination and you wish to continue to use the Fibre Internet Service, you shall be required to re-register for the Fibre Internet Service in accordance with these Terms and Conditions.
- 11.14. Any dispute regarding billing must be communicated to Celcom or Digi in writing or by contacting Celcom or Digi within one (1) month from the date of the bill, failing which the bill is deemed to be accurate. An administrative charge may be imposed for disputes raised by you after the Due Date. If there is a dispute regarding the amount in the bill, you shall promptly pay any outstanding amount which is not in dispute. If you have paid your bill on the Due Date and subsequently choose to dispute the charges, you have six (6) months to do so from the date of such payment.
- 11.15. Celcom or Digi shall be entitled at its sole discretion to vary the amount of deposit, fees, and any other charges for the Fibre Internet Service or part thereof and to change the billing cycle, without the need to inform you.
- 11.16. If you have more than one (1) account with Celcom or Digi, Celcom or Digi reserves the right to transfer any credit or debit balance under one account to another account without notice to you.
- 11.17. In the event your CelcomDigi Fibre Plan is suspended due to non-payment of the monthly recurring Charges, Celcom and Digi will re-activate your Fibre Internet Service within 24 hours after you have paid all the outstanding monthly recurring Charges. Such re-activation shall be performed during normal business hours.
- 11.18. Auto Billing.

- (a) If you sign up for payment via auto-billing, you shall be responsible to inform Celcom or Digi immediately if your credit or charge card is lost, stolen, expired or terminated or if you want to terminate Auto Billing. There is no Auto Billing rebate for CelcomDigi Fibre Plan.
- (b) In the event that Celcom or Digi fails to make the deduction or settlement of your bill through Celcom's or Digi's processing bank, Celcom or Digi shall not be held liable to you in any way for such failure and you must make the payment for outstanding amounts before the Due Date or before your billing cycle date.
- (c) By registering for the Auto Billing, you authorize Celcom or Digi to verify the information provided by you with the credit card issuer or any third party as may be necessary including but not limited to forwarding your bills and other details to the card issuer, financial institution, and other relevant parties for and in connection with the Auto Billing.
- (d) If Celcom or Digi does not receive the full payment of the outstanding sum due from you following a completed Auto Billing transaction or the bank or financial institution claims back or deducts back any payment made to Celcom or Digi, Celcom or Digi reserves the right without prior notice to you to reverse any payment entry in your statement of account or reinstate the charge in your Account.

11.19. Credit Limit.

- (a) You shall ensure that your usage of the Fibre Internet Service does not exceed the Credit Limit if any, as specified by Celcom or Digi. Notwithstanding the foregoing, you shall make full settlement of the sum due in the bill irrespective of whether your usage of the Fibre Internet Service has exceeded the Credit Limit. Credit Limit means the limit on monthly charges as may be imposed by Celcom or Digi at its sole and absolute discretion from time to time.
- (b) Celcom or Digi may, but shall not be obliged to, apply a Credit Limit for all charges incurred under your account and any of your supplementary lines, including those yet to be billed and any amounts in dispute. Celcom or Digi reserves the right to revise the Credit Limit from time to time at Celcom's or Digi's sole discretion.

- (c) Celcom and Digi may, where applicable, give you a notice or a message or to your e-mail notifying you if your charges in your account exceed the Credit Limit; and such notice is deemed to be received by you when Celcom and Digi issue the notice or message or email to you.
- (d) Celcom and Digi are not obliged to ensure barring of the Fibre Internet Service which may occur in the event that your usage of the Fibre Internet Service exceeds the Credit Limit.

12. **Matters Beyond Celcom's and Digi's Control**

- (1) Without limiting the generality of any provision in these Terms and Conditions, Celcom and Digi 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 Celcom and Digi has no control over or any cause outside Celcom's and Digi's reasonable control.
- (2) Notwithstanding Clause 12.(1) above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Celcom or Digi in accordance with these Terms and Conditions.
- (3) The Fibre Internet Service may occasionally be affected by the interference caused by objects beyond Celcom's and Digi's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Celcom's or Digi's system or telecommunication systems. In the event of such interference, Celcom and Digi shall not be responsible for any inability to use or access the Fibre Internet Service, interruption or disruption of the Fibre Internet Service.

13. **Severability and Effect of these Terms and Conditions**

If any of the provisions 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.

14. **Governing Law**

- (a) These 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.

- (b) Subject to Clause 14 (a) above, these Terms and Conditions is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.

15. **Notices**

- (a) Any notice, correspondence and/or other documents to be given by Celcom and Digi to you shall be in writing and sent to you at the address on the Registration Form or to your last known contact details, as the case may be.

- (b) Any notice, correspondence, and/or other documents to be given by you to Celcom and Digi must be in writing and sent to the following address:

Celcom Mobile Sdn Bhd / Digi Telecommunications Sdn Bhd

No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor Darul Ehsan or such address as notified in writing by Celcom and Digi to you.

- (c) Any notice, correspondence, and/or other documents given by Celcom or Digi to you pursuant to this clause shall be deemed to have been served if:

- (i) sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;

- (ii) sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;

- (iii) hand delivered, upon delivery;

- (iv) sent by facsimile, upon successful completion of transmission as evidenced by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or

- (v) sent by email, on the day on which the notice was first received by you in your electronic mailbox.

16. **Assignment**

You shall not assign or novate any or part of your rights or obligations under these Terms and Conditions to any party, without Celcom's and Digi's prior written consent.

Celcom and Digi may assign or novate all or part of these Terms and Conditions to any

third party by notice to you without your prior consent.

17. Indulgence and Waiver

Any failure by Celcom and Digi to enforce any terms herein or any forbearance, delay or indulgence granted by Celcom and Digi to you will not be construed as a waiver of Celcom's and Digi's rights provided under these Terms and Conditions.

18. Suspension and Termination

(a) You may at any time terminate the CelcomDigi Fibre Plan by giving Celcom and/or Digi prior written notice.

(b) Celcom and Digi shall be entitled at its absolute discretion to immediately suspend/terminate the Fibre Internet Service/CelcomDigi Fibre Plan, without liability, at any time, without any notice and may not be required to give any reason whatsoever, including but not limited to the following reasons:

(i) if any technical failure occurs in the Fibre Internet Service or Celcom's and Digi's System;

(ii) while the Fibre Internet Service is being upgraded, modified or maintained;

(iii) if you breach any of these Terms and Conditions;

(iv) if you do anything which may in Celcom's and Digi's opinion, lead to, including but not limited to damage to the Fibre Internet Services and/or Celcom's and Digi's System or losses to Celcom and Digi;

(v) if Celcom and Digi are required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority;

(vi) if it is in Celcom's and Digi's opinion that the Fibre Internet Service or Celcom's and Digi's System is or may be used fraudulently, illegally or for unlawful purposes; or

(vii) if any bankruptcy proceeding is initiated against you or you have been adjudicated a bankrupt.

(c) Celcom and Digi will endeavor to resume the Fibre Internet Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 18 (a) and (b) above. You shall be liable for all applicable charges during

the period of interruption, suspension or loss of the Fibre Internet Services or part thereof from any cause whatsoever.

- (d) Termination shall be without prejudice to any existing rights and/or claims that Celcom and Digi may have against you, and you shall continue to fulfill your obligations including payment of all outstanding charges including but not limited to legal charges prior to the date of termination.
- (e) Subject to Clause 18 (d) above, any credit balance of RM10 and below shall not be refunded to you upon termination and shall be absorbed as administrative fees for the Fibre Internet Service and/or any other services as may be provided to you by Celcom and Digi.
- (f) Upon suspension, Celcom and Digi may at its absolute discretion reconnect the Fibre Internet Services, subject to your payment of the reconnection fee as prescribed by Celcom and Digi, all outstanding amounts due to Celcom or Digi and a refundable deposit as may be required by Celcom and Digi for the reconnection of the Services.

19. **Miscellaneous**

- (a) No rule of construction or interpretation shall apply to prejudice the interest of the party preparing these Terms and Conditions.
- (b) In the event of a conflict or inconsistency between the Registration Form, the Terms and Conditions and the Addendums (if any), such inconsistency shall be resolved by giving precedence in the following order: Addendums (if any), the Terms and Conditions and the Registration Form.
- (c) These Terms and Conditions constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
- (d) Those clauses which by their nature would survive the termination of these Terms and Conditions shall so survive.
- (e) Time wherever referred to in these Terms and Conditions shall be of the essence.
- (f) These Terms and Conditions shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.

- (g) Any processing fee arising out of these Terms and Conditions shall be borne by you.

20. **Change to these Terms of Service**

You hereby accept that Celcom and Digi may from time-to-time revise and / or modify these Terms and Conditions. In the event of such revision and / or modification, Celcom and Digi shall communicate such revision and / or modification at CelcomDigi's website <https://fibre.celcomdigi.com>. You hereby agree that by continuing using the Fibre Internet Service after such notification on CelcomDigi's website is deemed as your acceptance and agreement to any revised and / or modified Terms and Conditions.

CelcomDigi Fibre - Postpaid & Fibre Rebate Terms and Conditions (T&C)

1. General

The Terms and Conditions of CelcomDigi Fibre Plans are made available at CelcomDigi's website <https://fibre.celcomdigi.com>. All terms and reference used herein shall be the same as the Terms and Conditions unless otherwise defined. Celcom and Digi reserve the rights without liability to vary, delete or add, including but not limited to any feature, eligibility criteria and offers for ***Postpaid and Fibre Bundle Rebate*** from time to time without prior notice to the Customer. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any).

1.1. The Postpaid and Fibre Bundle Rebate provide five Rebates for the customers to enjoy (subject to the Customers fulfilling the eligibility criteria under the terms herein) which are as follows: -

- RM 15 Monthly Postpaid Rebate;
- RM 30 Monthly Postpaid Rebate;
- RM 10 Monthly Fibre Rebate;
- RM 15 Monthly Fibre Rebate;
- RM 20 Monthly Fibre Rebate;

1.2. For the purposes of these terms and conditions, the following terms shall be defined as follows: -

"Eligible Plans" – means Digi or Celcom Postpaid Plan and CelcomDigi Fibre Plans that entitle to enjoy the rebate

"Eligibility" – Conditions that must be met by customer in order to enjoy the Rebate.

2. RM 15 Monthly Postpaid Rebate

2.1. Eligibility

- For Digi Postpaid 60 2021, Digi Postpaid 60DS 2021 Customer: must sign up to CelcomDigi Fibre 50Mbps; CelcomDigi Fibre 100Mbps or CelcomDigi Fibre 300Mbps.
- For Digi Postpaid 90 2021, Digi Postpaid 90DS 2021, Digi Postpaid 120 2021, Digi Postpaid 120DS 2021, Digi Postpaid 150 2021, Digi Postpaid 150DS 2021 Customer: must sign up to CelcomDigi Fibre

- 50Mbps; or
- For Celcom Postpaid plans with value of RM60 to RM89: must sign up to CelcomDigi Fibre 50Mbps; CelcomDigi Fibre 100Mbps or CelcomDigi Fibre 300Mbps.
- For Celcom Postpaid plans with value of RM90 and above: must sign up to CelcomDigi Fibre 50Mbps.
- Customer must have Postpaid line and fibre line registered under same NRIC.
- Only 1 postpaid line per NRIC entitle for the rebate

2.2. Granting Mechanics

- The Rebate is granted to Postpaid line
- In the event of customer have more than 1 postpaid line under same NRIC, Postpaid rebate will be granted to Postpaid line with highest commitment.
- In the event of customer have more than 1 postpaid line with same commitment value under same NRIC, Postpaid rebate will be granted to Postpaid line with longest tenure.
- The rebate will be granted as long as the Fibre Line under Initial fibre service contract.
- In the event Customer perform change of postpaid plan, the postpaid rebate will follow latest Postpaid Fibre combination (Refer to Table 1)

3. RM 30 Monthly Postpaid Rebate

3.1. Eligibility

- Customer must sign CelcomDigi Fibre 100Mbps or CelcomDigi Fibre 300 Mbps.
- Customer must have Postpaid Digi Postpaid 90 2021, Digi Postpaid 90DS 2021, Digi Postpaid 120 2021, Digi Postpaid 120DS 2021, Digi Postpaid 150 2021, Digi Postpaid 150DS 2021; or
- Customer must have Celcom Postpaid plan with value RM90 and above
- Customer must have Postpaid line and fibre line registered under same NRIC.
- Only 1 postpaid line per NRIC entitle for the rebate

3.2. Granting Mechanics

- The Rebate is granted to Postpaid line
- In the event of customer have more than 1 postpaid line under same NRIC, Postpaid rebate will be granted to Postpaid line with highest

commitment.

- In the event of customer have more than 1 postpaid line with same commitment value under same NRIC, Postpaid rebate will be granted to Postpaid line with longest tenure.
- The rebate will be granted as long as the Fibre Line under Initial fibre service contract.
- In the event Customer perform change of postpaid plan, the postpaid rebate will follow latest Postpaid Fibre combination (Refer to Table 1)

4. RM 10 Monthly Fibre Rebate

4.1. Eligibility

- Customer must sign CelcomDigi Fibre 100Mbps
- Customer must have Postpaid Digi Postpaid 90 2021, Digi Postpaid 90DS 2021, Digi Postpaid 120 2021, Digi Postpaid 120DS 2021, Digi Postpaid 150 2021, Digi Postpaid 150DS 2021; or
- Customer must have Celcom Postpaid plan with value RM90 and above Customer must have Postpaid line and fibre line registered under same NRIC.
- Only 1 CelcomDigi Fibre line per NRIC entitle for the rebate

4.2. Granting Mechanics

- The Rebate is granted to CelcomDigi Fibre line
- In the event of customer have more than 1 CelcomFibre line under same NRIC, Fibre rebate will be granted to CelcomFibre line with highest commitment.
- In the event of customer have more than 1 CelcomFibre line with same commitment value under same NRIC, Fibre rebate will be granted to CelcomFibre line with longest tenure.
- The rebate will be granted as long as the Fibre Line under Initial fibre service contract.
- In the event Customer perform change of CelcomFibre plan, the Fibre rebate will follow latest Postpaid Fibre combination (Refer to Table 1)

5. RM 15 Monthly Fibre Rebate

5.1. Eligibility

- Customer must sign CelcomDigi Fibre 100Mbps or CelcomDigi Fibre 300 Mbps.
- Customer must have Postpaid Digi Postpaid 60 2021 or Digi Postpaid 60DS 2021; or
- Customer must have Celcom Postpaid plan with value of RM60 to RM89

- Customer must have Postpaid line and fibre line registered under same NRIC.
- Only 1 CelcomDigi Fibre line per NRIC entitle for the rebate

5.2. **Granting Mechanics**

- The Rebate is granted to CelcomDigi Fibreline
- In the event of customer have more than 1 CelcomFibre line under same NRIC, Fibre rebate will be granted to CelcomFibre line with highest commitment.
- In the event of customer have more than 1 CelcomFibre line with same commitment value under same NRIC, Fibre rebate will be granted to CelcomFibre line with longest tenure.
- The rebate will be granted as long as the Fibre Line under Initial fibre service contract.
- In the event Customer perform change of CelcomFibre plan, the Fibre rebate will follow latest Postpaid Fibre combination (Refer to Table 1)

6. **RM 20 Monthly Fibre Rebate**

6.1. **Eligibility**

- Customer must sign CelcomDigi Fibre 300 Mbps.
- Customer must have Postpaid Digi Postpaid 90 2021, Digi Postpaid 90DS 2021, Digi Postpaid 120 2021, Digi Postpaid 120DS 2021, Digi Postpaid 150 2021, Digi Postpaid 150DS 2021; or
- Customer must have Celcom Postpaid plan with value RM90 and above
- Customer must have Postpaid line and fibre line registered under same NRIC.
- Only 1 CelcomDigi Fibre line per NRIC entitle for the rebate

6.2. **Granting Mechanics**

- The Rebate is granted to CelcomDigi Fibreline
- In the event of customer have more than 1 CelcomFibre line under same NRIC, Fibre rebate will be granted to CelcomFibre line with highest commitment.
- In the event of customer have more than 1 CelcomFibre line with same commitment value under same NRIC, Fibre rebate will be granted to CelcomFibre line with longest tenure.
- The rebate will be granted as long as the Fibre Line under Initial fibre service contract.
- In the event Customer perform change of CelcomFibre plan, the Fibre rebate will follow latest Postpaid Fibre combination (Refer to Table 1)

Table 1: Celcom and Digi Postpaid full list

	Celcom Postpaid	Digi Postpaid
Postpaid Plan 60 - 89	XPAX 60 XPAX POSTPAID 60 XPAX 79 450 MINUTES PLAN 500 MINUTES SUBSCRIPTION CELCOM MOBILE GOLD FIRST GOLD MEGA 80 MEGA 80 GB 2.0 MEGA 80 UNLIMITED MEGA LIGHTNING 80 MEGA UNLIMITED S CELCOM FIRST BIZ ONE PLAN 5GB	DIGI POSTPAID 60 2021 DIGI POSTPAID 60 DS 2021 DIGI POSTPAID 75 INFINITE DIGI POSTPAID 80 INFINITE DIGI POSTPAID 80 DIGI POSTPAID 80 DS DIGI POSTPAID 70 2022 DIGI POSTPAID 80 ALL DAY DIGI POSTPAID 70 DS DIGI POSTPAID 78V DIGI SMART PLAN 75V DIGI POSTPAID 78 DEVICE DIGI SMART PLAN 65V DIGI POSTPAID 68V DIGI INTERNET FREEDOM MOBILE 60 DIGI POSTPAID 68 DG SMART PLAN 68 DIGI SMART PLAN 78 DG SMART PLAN 88(NEW) DG SMART PLAN 78 DG SMART PLAN 88 DIGI SMART PLAN 65 DIGI SMART PLAN 78V DIGI POSTPAID 70 (S) DIGI POSTPAID 60S DS 2021 DG SMART USAGE 80
Postpaid Plan 90 and above	CELCOM MOBILE GOLD PLUS 98 FIRST GOLD PLUS 98 MEGA 98 MEGA 98 GB 2.0 MEGA 98 UNLIMITED MEGA LIGHTNING 98 MEGA LIGHTNING 98 UNLIMITED MEGA LIGHTNING M 98 MEGA UNLIMITED 98 MEGA UNLIMITED M 98 MEGA UNLIMITED L 118 750 MINUTES PLAN 120 CELCOM MOBILE GOLD SUPREME 128 FIRST GOLD SUPREME 128 MEGA 128 MEGA 128 GB 2.0 MEGA 128 UNLIMITED MEGA LIGHTNING 128 MEGA LIGHTNING M 128 MEGA UNLIMITED 128 MEGA UNLIMITED M 128 CELCOM MOBILE PLATINUM 148 FIRST PLATINUM 148 FIRST PLATINUM WITH GBSHARE 148 MEGA LIGHTNING L 148 MEGA UNLIMITED L 148 P148 MEGA 158 MEGA 158 UNLIMITED MEGA LIGHTNING 158 MEGA LIGHTNING L 158 MEGA UNLIMITED 158 CELCOM MOBILE PLATINUM PLUS 188 FIRST PLATINUM PLUS 188 MEGA 188 MEGA 188 GB 2.0 MEGA 188 UNLIMITED 188 MEGA LIGHTNING 188 MEGA LIGHTNING 188 UNLIMITED MEGA LIGHTNING XL 188 CELCOM FIRST ELITE POSTPAID 235 CELCOM EXEC 250	DIGI POSTPAID 90 2021 DIGI POSTPAID 90 DS 2021 DIGI POSTPAID 120 2021 DIGI POSTPAID 120 DS 2021 DIGI POSTPAID 150 2021 DIGI POSTPAID 150 DS 2021 DIGI POSTPAID 90 DIGI POSTPAID 90 DS DIGI POSTPAID 100 INFINITE DIGI POSTPAID 100 INFINITE (S) DIGI POSTPAID INFINITE 100 DIGI POSTPAID 120 DIGI POSTPAID 120 DS DIGI POSTPAID 150 INFINITE DIGI POSTPAID 160 DIGI POSTPAID 160 DS DIGI POSTPAID 190 DIGI POSTPAID 190 DS DIGI POSTPAID 200 2022 DIGI POSTPAID 138 DEVICE DIGI POSTPAID 110 DIGI POSTPAID 98V DIGI POSTPAID 148V DIGI POSTPAID 108 DEVICE DIGI POSTPAID 98 DG SMART PLAN 108 DIGI SMART PLAN 98V DIGI SMART PLAN 98 DG SMART PLAN 148 DIGI SMART PLAN 148 DIGI SMART PLAN 108 DIGI POSTPAID 148 DIGI POSTPAID 110 DL DIGI POSTPAID 238V DIGI POSTPAID 288 DIGI SMART PLAN 148V DIGI POSTPAID 238 DIGI POSTPAID 98 (S) DIGI POSTPAID 198V DEVICE DIGI SMART PLAN 238V

CelcomDigi Fibre - Standalone Rebate Terms and Conditions (T&C)

1. The Terms and Conditions of CelcomDigi Fibre Plans are made available at CelcomDigi's website <https://fibre.celcomdigi.com>. All terms and reference used herein shall be the same as the Terms and Conditions unless otherwise defined. Celcom and Digi reserve the rights without liability to vary, delete or add, including but not limited to any feature, eligibility criteria, promotions and offers from time to time without prior notice to the Customer. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any).

2. The Promotion:

CelcomDigi Fibre Standalone Rebate is a promotion run by Celcom and Digi from 21 March 2023 to 30 June 2023 (the "**Promotion Period**") whereby Customers who are eligible will enjoy a Six (6) month rebate on the CelcomDigi Fibre monthly bill (the "**Promotion**") upon successful activation of the eligible CelcomDigi Fibre Plan.

3. Where application services are bundled with any Plan, Celcom and Digi reserve the sole and absolute right to cease, alter or suspend or substitute the application services bundled offerings at any time without prior notice. For the avoidance of doubt, such alteration, cancellation, termination, or suspension by Celcom and Digi does not entitle the Customers to any claim or compensation against Celcom and Digi (in cash or in kind) for any and all loss or damage suffered or incurred by the Customers as a direct or indirect result of the act of alteration, cancellation, termination or suspension.

4. Celcom and Digi shall not be responsible in any way or in the event that the Customer's subscription was activated by a third party without his/her consent. Celcom and Digi shall not refund nor compensate the Customer in any manner whatsoever in such situations.

5. Promotion Offer and Eligibility:

5.1. RM 40 x 6 Month CelcomDigi Fibre Rebate

5.1.1. Eligibility

- The RM 40 x 6 Month CelcomDigi Fibre Rebate is targeted to Non-Celcom / Digi Postpaid subscriber and Celcom or Digi subscriber under Plan that not entitle for Postpaid and Fibre Bundle Rebate.
- Customer must sign up CelcomDigi Fibre 100Mbps
- Only 1 CelcomDigi Fibre entitle for the rebate

5.1.2. Eligible Plans

- CelcomDigi Fibre 100Mbps

5.1.3. Granting Mechanics

- The Rebate is granted to CelcomDigi Fibre line
- In the event of customer have more than 1 CelcomDigi Fibre line with under same NRIC, the stand-alone rebate will be granted to CelcomDigi Fibre with longest tenure.
- The rebate will be granted 6 month from CelcomDigi Fibre activation date.
- The first month rebate will be prorated
- In the event Customer activate postpaid plan that eligible for Postpaid and Fibre Bundle Rebate, the stand-alone rebate will be dropped, and customer will enjoy Postpaid and Fibre Bundle Rebate

5.2. RM 75 x 6 Month CelcomDigi Fibre Rebate

5.2.1. Eligibility

- The RM 75 x 6 Month CelcomDigi Fibre Rebate is targeted to Non-Celcom / Digi Postpaid subscriber and Celcom or Digi subscriber under Plan that not entitle for Postpaid and Fibre Bundle Rebate.
- Customer must sign up for CelcomDigi Fibre 300Mbps
- Only 1 CelcomDigi Fibre entitle for the rebate

5.2.2. Eligible Plans

- CelcomDigi Fibre 300Mbps

5.2.3. Granting Mechanics

- The Rebate is granted to CelcomDigi Fibre line
- In the event of customer have more than 1 CelcomDigi Fibre line with under same NRIC, the stand-alone rebate will be granted to CelcomDigi Fibre with longest tenure.
- The rebate will be granted 6 month from CelcomDigi Fibre activation date.
- The first month rebate will be prorated
- In the event Customer activate postpaid plan that eligible for Postpaid and Fibre Bundle Rebate, the stand-alone rebate will be dropped, and customer will will enjoy Postpaid and Fibre Bundle Rebate.

6. Others:

- 6.1. The Participant shall start to receive a CelcomDigi Fibre standalone rebate commencing up to 60 days from the Fibre line activation date and the rebate amount eligibility shall be based on the Eligible Fibre Plans.
- 6.2. To enjoy the Promotion, the Participant is required to maintain an active Eligible CelcomDigi Fibre Plan. Should the Participant terminate their CelcomDigi Fibre Plan at any time before the one-month CelcomDigi Fibre bill rebate is granted, the Participant will no longer be entitled to participate in the Promotion and enjoy the Rebates. Further, Participant must maintain its status

as an active subscriber of the Eligible Fiber Plan and must not have an amount owing/outstanding exceeding his credit limit for the entire twenty-four (24) months duration of the contract period.

- 6.3. Unless otherwise provided under the Terms and Conditions therein, this Promotion cannot be combined with any other ongoing promotion and/or offers from CelcomDigi Fibre during the Promotion Period and contract period for the relevant Eligible Fibre Plans
- 6.4. In the event the Participant's amount outstanding exceeds its credit limit and/or where the Participant amend or vary its plan or subscription to another than the plan or subscription at the date of grant and/or if the plan or subscription is terminated or inactive, the Rebates shall be automatically forfeited.
- 6.5. In the event that the Participant's bill does not reach the full thirty(30) days of the Fibre bill cycle; the Rebate will not be pro-rated according to the number of days charged to the eligible Customer's Fibre bill.
- 6.6. The Rebate is non-transferable, non-cashable whether by operation of law or otherwise, either to any other person, entity, or account.
- 6.7. Celcom and Digi reserve the right to reject or forfeit, adjust, and amend the Promotion at its sole and absolute discretion without having to assign any reasons whatsoever.

Terms and Conditions (T&C) for Samsung Smart Home Campaign (“Campaign”)

Introduction

This Campaign is held by Celcom Mobile Sdn Bhd (Company No. 27910-A) (“Celcom”) and Digi Telecommunications Sdn. Bhd. (Co. No. 201283-M) (“Digi”) (Celcom and Digi are collectively known as “CelcomDigi” for the purpose of this Campaign). By participating in this Campaign, the Customers (as defined below) hereby agree to be bound by these terms and conditions which shall form an integral part of and to be read together with the terms and conditions of Customer Registration Form (CRF) and/or the terms and conditions of the respective mobile/content service(s) offered relevant to the Customer in respect of this Campaign as published at <https://www.celcom.com.my/legal/terms-and-conditions/personal#personal-broadband-celcom-home-fibre> and <https://www.digi.com.my/tnc/broadband> (refer Digi Fibre) respectively.

In the event of a conflict or inconsistency between these terms and conditions and CRF and/or terms and conditions of the respective mobile/content service(s), such inconsistency shall be resolved by giving precedence in the following decreasing order (i) these terms and conditions (ii) terms and conditions of CRF and/or the respective mobile/content service(s).

Campaign

This Campaign shall commence from 21st March 2023 and shall continue until further notice issued by CelcomDigi (“Campaign Period”). Any extension or discontinuation of this Campaign shall be at the sole discretion of CelcomDigi.

Eligibility

This Campaign shall be applicable to new and active subscribers of Celcom Home Fibre™, Digi Home Fibre and CelcomDigi Fibre (“Customer(s)”). This is available for Fibre plans 300Mbps and above only. For clarity, active means Customers will be able to access to their broadband services without suspension and/or call barring.

Campaign Mechanics

1. Customers can enjoy the following device offering:

Type	Samsung	Price	24 Months
------	---------	-------	-----------

Smart TV	50" Crystal 4K UHD	RM1,536	RM64/month
		RRP: RM2,899	
Smart TV	55" Crystal 4K UHD	RM1,776	RM74/month
		RRP: RM3,399	
Smart TV	65" Crystal 4K UHD	RM2,280	RM95/month
		RRP: RM4,399	

2. Customer may purchase the devices with the following payment options:
 - a. Outright purchase with any debit/credit card; or
 - b. Easy Payment Plan (EPP) for 24 months with selected credit cards (e.g. Maybank and CIMB)
3. For clarity, Customer must register for Fibre on the same day to be able to purchase only 1 (One) Samsung Smart TV per 1 (One) Fibre account during the Campaign Period.

Delivery & Installation

1. The Delivery is made available within Malaysia only, subject to delivery areas as set out at <https://www.samsung.com/my/shop-faq/delivery-and-installations/general-delivery-services-fees-and-coverage/> The installation service areas can be found at <https://www.samsung.com/my/shop-faq/delivery-and-installations/do-you-offer-installation-service-across-malaysia/>
2. The devices will be delivered to the Customer as per below schedule of Delivery:

Delivery Area	Estimated Delivery Period
Peninsular Malaysia	Within 5 working days
East Malaysia	Within 10 working days*
	* This is an estimated delivery lead time and is subject to change

3. Information for installation service are published at <https://www.samsung.com/my/shop-faq/delivery-and-installations/what-are-the-terms-and-condition-for-installation-service/>.

4. The scope of installation service are found at <https://www.samsung.com/my/shop-faq/delivery-and-installations/what-is-the-service-scope-included-for-installation-services/>
5. The devices will be delivered to the registered address for free. Customers are not allowed to make any changes after making a payment. Customer acknowledges that the Delivery slots are subject to availability.
6. CelcomDigi disclaims any liability and shall not be liable for failure or delay of delivery or loss and damage to the devices caused by the third-party delivery partner.
7. Third party or self-collection of the devices at Celcom bluecube and Digi Store is not allowed.
8. Customer or their representative (if any) is required to present their original identification card (NRIC) for verification during collection of delivery, failing which, the device will not be handed over to the Customer.
9. In the event of failure of delivery the device, attempt of delivery will be carried out at a re-arranged delivery date and time agreed by the Customer.

Warranty

1. The devices under this term and condition is supplied by a third party. CelcomDigi shall not be liable for and disclaims any liability against CelcomDigi for the merchantability of the devices offered to the Customer.
2. For any warranty claims or defects relating to the devices, Customer is advised to liaise with Samsung Customer Service directly at 1-800-88-9999 (Monday to Sunday 24 hours) or email to my_shop@samsung.com for after sales service and warranty.

A. General Terms and Conditions

1. CelcomDigi reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of the Campaign without prior notice to the Customer herein stated and the Customer shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.
2. CelcomDigi's decisions in any matter in relation to the Campaign shall be final and conclusive. Any request for appeal and review shall not be entertained.
3. CelcomDigi shall not be liable for any claim by the Customer or third-party claims or loses 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 the Campaign.

4. CelcomDigi disclaims any and all liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with the Campaign.
5. The Customer acknowledges and agrees that CelcomDigi reserves the rights to disqualify any entry if the Customer is in breach of its obligations or any terms and conditions of the Campaign. Notwithstanding the above, CelcomDigi reserves the right to reject any entry or the Customer at its sole and absolute discretion without having to assign any reasons whatsoever.
6. CelcomDigi does not take any responsibility in the event Customer is prevented from participating in the Campaign, as a result of certain technical restrictions or other limitations or force majeure which include but not limited to regulatory and/or government directive, act of God etc.
7. Any photographs, personal information and names submitted for the Campaign, service marks, trade names, trademarks are the property of CelcomDigi.
8. CelcomDigi reserves the right, at its absolute discretion to use the names, photographs, voice or video recordings and entries of the Customer for publicity, advertising, trade or Campaign purposes in any media without first obtaining any consent or making any payment whatsoever to the Customer.
9. Except as expressly mentioned herein, CelcomDigi shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in the Campaign.
10. The Prize offered under the Campaign is not transferable for cash or in kind and shall be subject to availability of stock. CelcomDigi reserves the right to substitute and replace the Prize offered with another prize of equal value or higher value as CelcomDigi deems fit.
11. CelcomDigi disclaims any warranties or liabilities for the merchantability and fitness of the Prize under the Campaign. The warranties applicable for the Prize are subject to the terms and conditions provided by the manufacturer or supplier of the prize.
12. In the event any of these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
13. No delay or indulgence by CelcomDigi in enforcing any terms or conditions herein shall constitute waiver by CelcomDigi of the Customer's breach of these terms and conditions.
14. The terms and conditions herein shall be construed and governed by the laws of Malaysia. In case of a dispute, the courts of Malaysia shall have exclusive jurisdiction.

[End of Terms and Conditions]