

Digi Postpaid™ for Business

The full terms and conditions of the use of the selected products and/or services are as set out at <http://digi.my/tnc> ("**General Terms**"), including the Privacy Notice as set out at https://assets.website-files.com/6152b2d34ca06b6d275dd66e/6451cd2a2eebfa4869ab511a_2023%20Digi%20Privacy%20Notice.pdf; all of which form an integral part of the full terms and conditions of the said products and/or services (collectively, the "**Terms and Conditions**"). The Terms and Conditions are also accessible via Digi's website at <http://www.digi.com.my>. All terms and references used herein shall be the same as the General Terms unless otherwise defined.

1. Definitions

Account(s) means an account opened for the Customer with Digi (and/or its subsidiaries) for subscribing to the Service.

Activation/Activated means the point in time when the said Service is activated in the Digi System.

Advance Payment means the payment made by the Customer to Digi upon registration, in relation to the settlement of the following Monthly Charges for the following month(s); subject to these Terms and Conditions.

Agreement means the completed Corporate Individual and/or Company Registration Agreement including all unilateral amendments, variations, additions and deletions by Digi.

Call Alert means any form of notification via electronic means or otherwise as may be adopted or prescribed by Digi serving as a notification and/or reminder to the Customer that there are payments overdue, or becoming overdue and/or when the total exposure breaches the desired credit limit alert level.

Commercial Gain means any form of profits earned and/or gained by the Customer directly and/or indirectly arising from using/utilisation of the Service with any unauthorised device or any other ways in any manner whatsoever, which unfairly exploit the unlimited free voice, short message service (SMS) and/or data usage (as

and when it is made available by Digi in any of its promotions, plans and/or packages) or spamming activities for the purposes of unauthorised reselling.

Credit Limit means the limit on Monthly Charges imposed by Digi at its sole and absolute discretion from time to time.

Customer means an authorised person using the Service subject to the Terms and Conditions of this Agreement and/or a corporate customer (i.e. an entity of whatsoever description registered with Digi to use the Service including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile being in force and/or which may come in force more particularly described in the registration form). For the avoidance of doubt, Customer includes the Principal User, the supplemental user of the Services, corporate customer or corporate individual, as the case may be.

Deposit means the refundable account deposit payable by the Customer as security for the payment of Monthly Charges and/or any part thereof.

Device means any device used to access the Service that includes, but are not limited to, USB modems, laptops (via built-in embedded modem), data cards and Mobile Telephones or/and any accessories used together to access the Service.

Digi means Digi Telecommunications Sdn. Bhd. (Co. No. 201283-M).

Digi System means the telecommunications system utilised by Digi in providing the Service.

Early Termination means the termination of the Service subscription of line prior to the expiry of the Minimum Period either by the Customer or Digi.

Early Termination Sum means the amount including but not limited to all outstanding fees, charges and costs of the Termination Mobile Telephone subsidy (if any) of the Service or any amount determined by Digi from time to time.

Financier means a licensed institution as defined in the Banking and Financial Institutions Act 1989.

Information means information, data, content, interactive applications, services and/or any other material the Customer provides at any time or as a result of the Customer's access, use and/or generate via the Service and/or VAS as applicable, including but not limited to Customer's personal data.

International Roaming means a service whereby the Customer and/or User is allowed to make or receive calls.

Roaming means using a Mobile Telephone in the network of a foreign telecommunications operator with whom Digi has entered into a roaming agreement.

Minimum Period means the tenure as determined by Digi commencing from the date of activation of the Service by Digi.

Mobile Telephone means the wireless telephone equipment which includes a combination of the transmitter and receiver together with accessories for the use of the Service.

Monthly Charges means all billed and unbilled charges for Monthly Fee, call charges outstanding including Charges but not limited to any other charges/fees and/or service tax.

Monthly Fee means the monthly rental charges payable by the Customer for the usage of the Service.

Principal User means the Customer or in the case of a company, any person nominated by the Customer to be the Principal User.

Service means the mobile telecommunications, broadband services or any other products or services rendered by Digi, at this current time or in the future, using the Digi System and includes, where applicable, the Value-Added Services, applications and digital services and charges arising from MyDigi rewards.

SIM Card means the microprocessor card provided by Digi, which is inserted in the Mobile Telephone and/or the Device and contains a Personal Identification Number (PIN) for access into the Service. The definition of SIM Card will include Supplementary SIM Card(s) where applicable. Supplementary SIM Card means the Supplementary SIM Card has been issued at the Principal User's request to a third party approved by Digi. Supplementary User means that the third party is approved by Digi to be a supplementary user of the Service at the request of the Customer and/or Principal User.

User means the individual authorised by the Customer to use the Service with the Customer's Mobile Telephone.

Value-Added Services means additional functions, features or facilities which are currently available or will be made available by Digi from time to time, and may be

subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP, other interactive applications, and/or services over the internet, and/or intranets (hereinafter collectively referred to as "VAS").

2. Redemption of Devices

- 2.1. Subject to the eligibility of the Customer, the Customer understands and acknowledges that it shall be eligible for one (1) Device only for each line; the model of which may be determined by Digi from time to time at its absolute discretion without giving due reason.
- 2.2. The Customer understands that the Device model offered is subject to availability and Digi reserves the absolute right to offer an alternative model.

3. Period of Agreement

- 3.1. This Agreement shall take effect from the date the Service is activated and shall continue to be in force until terminated in accordance with these Terms and Conditions.
- 3.2. This Agreement shall be automatically renewed for a further duration as prescribed in the Minimum Period upon expiry of the current Minimum Period, unless otherwise informed by the Customer in writing fourteen (14) days before expiry.
- 3.3. Upon termination of this Agreement, Digi reserves the right to retain the Deposit or Advance Payment (if any) for such period, as Digi shall deem fit for the settlement of any outstanding dues or charges payable by the Customer. For bundled package with device, if this Agreement is terminated before the expiration of the contract term, the Early Termination provisions shall be applicable.
- 3.4. Upon the Termination of the Service, at Digi's absolute discretion, any credit balance in the value of Ringgit Malaysia Ten (RM10.00) and below in an account, whereby such credit balance value may be changed from time to time, as and when deemed necessary by Digi, shall be absorbed as administration fees for the Service as may be provided by Digi and/or its

related corporations with an outstanding amount, as deemed necessary by Digi at any time.

- 3.5. Digi reserves the right to suspend and/or terminate the line or the Service for any reason, without limitation, in the case of suspected Commercial Gain activity.
- 3.6. Termination of this Agreement either by the Customer or Digi shall not relieve the Customer from their responsibilities and liabilities under this Agreement, which have accrued prior to the effective date of termination.

4. Customer's Responsibility

4.1. The Customer shall

- 4.1.1. Use the Service and accept full risks and responsibilities in doing so;
- 4.1.2. Promptly pay all amounts due to Digi as shown on the Customer's bill statement, including but not limited to charges arising from the Service; continue to be responsible and pay for all fees, charges and taxes in the event of any interruption or loss of the Service for any reason whatsoever;
- 4.1.3. Refrain from using the Service for such period as may be required by Digi;
- 4.1.4. Report immediately to Digi upon the discovery of any fraud, theft, unauthorised usage, abnormality in the Customer's bill statement, or any other occurrence of unlawful nature in respect of the use of the Service or the Mobile Telephone within 24 hours from such discovery;
- 4.1.5. Comply with all notices or changes made by Digi including any upgrading of the Digi System as required by Digi;
- 4.1.6. Ensure that the Device and/or SIM Card is legally owned by the legitimate User or Principal User or Supplementary User at all times, and not tampered with or modified or permit any person to tamper with or modify the Device and/or the SIM Card and/or the Supplementary SIM Card;

- 4.1.7. Be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
- 4.1.8. Acknowledge that Digi does not check the content of information available from the Service or the Internet and that Digi is not liable for any loss or damage suffered by the Customer, or any other person as a result of using information obtained using the Service or the Internet including, but not limited to, any damage to or loss of data caused by a virus or similar program;
- 4.1.9. Not use, permit or cause to be used the Service improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Digi to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the Internet;
- 4.1.10. Not use the Service with any unauthorised device or any other ways which unfairly exploit the unlimited free voice, SMS and/or data usage, broadband connection or spamming activities for the purposes of unauthorised reselling or Commercial Gain;
- 4.1.11. The Customer hereby agrees, allows, consents and has no objection to Digi extracting the Short Messaging Service (SMS) details or personal information or any other data required to be used as evidence in court and/or when necessary in the event of a suspected and/or proven misuse of the Service for Commercial Gain purposes or otherwise;
- 4.1.12. Be responsible for obtaining advice on whether the Customers use of the Service or the internet involves activities which breach any laws, infringe any third party rights or breach any standards, content requirements or codes promulgated by any relevant authority; and/or
- 4.1.13. Notwithstanding the provisions contained herein, in the event of theft or loss of the SIM Card and/or the Mobile Telephone or Device, the Customer shall be liable and continue to remain liable for all fees

and charges incurred and to be incurred under the Services during its contract term.

- 4.1.14. In the event that any SIM Card is reported lost or stolen, the Customer agrees to reactivate the line within **six (6) days** thereof or any other period stipulated by Digi from the reported date. Failure to do so will result in automatic termination of the Service by Digi and the **Customer shall pay the Early Termination Sum** to Digi.
- 4.1.15. Acknowledge and agree that there is no warranty for the SIM Card and Digi shall not be under any obligation to replace or compensate the Customer for any lost, stolen, damaged, faulty or cloned SIM Card or for any cost or expenses incurred by the Customer resulting therefrom.
- 4.2. The SIM Card shall remain the property of Digi at all times and ownership thereof shall not, at any time, pass to the Customer, and shall be returned upon demand.

5. Rights and liability of Digi

- 5.1. Digi shall not be liable to any Customer, any third party and/or persons authorised by, or claiming through a Customer for any loss caused, damage incurred whether direct, indirect, special or consequential or loss of business, revenue or profits of any nature whatsoever or any injury caused to or suffered by any person or any personal property arising from :-
 - 5.1.1. any upgrading or modification to the Service as it deems necessary for the proper and efficient functioning of the Digi System including terminating the Service due to obsolescence of the Device or the Digi System;
 - 5.1.2. the use or operation of the Device by any Customer or persons authorised by the Customer to use such equipment;
 - 5.1.3. the use by the Customer or any other persons authorised by the Customer of the Service, the Customer's inability to access or use the Service, the information available via the Service or arising out of any action taken in response to or as a result of any information available via the Service;

- 5.1.4. the provision of the Service by Digi and/or the quality of the Service;
 - 5.1.5. a malfunction, defect or loss of the Device, and/or the Service and/or the Digi System for whatever reasons;
 - 5.1.6. any loss, distortion, mutilation of data arising from the use of Service to transmit data signals or for data communications purposes at any stage of the Service for whatever reasons, including but not limited to non-Year 2000 Compliance;
 - 5.1.7. any interruption to and/or suspension of the Service;
 - 5.1.8. any inconvenience caused to any Customer or any persons authorised by the Customer; and/or
 - 5.1.9. using Information obtained via the Service or the Internet including, but not limited to, any damage to or loss of data caused by a virus or similar program.
- 5.2. Digi reserves the right at any time without being liable to the Customer or any third party whatsoever, to:-
- 5.2.1. discontinue, disconnect, interrupt or suspend the Service for such period of time as Digi shall deem fit for any of the following reasons or any other reason whatsoever :
 - 5.2.1.i. to make any upgrading and/or modification to the Digi System and/or the Service for its proper and efficient functioning;
 - 5.2.1.ii. for the purpose of testing or correcting any malfunctioning of the Device or the Digi System;
 - 5.2.1.iii. if the license to operate the Digi System is terminated or as required by the relevant authorities and/or laws and regulations;
 - 5.2.1.iv. a breach of any term or condition of this Agreement by the Customer;
 - 5.2.1.v. where the Customer shall be adjudged bankrupt or commits an act of bankruptcy, or in the case where the Customer is a company shall be wound up or have a receiver or manager appointed;

- 5.2.1.vi. on suspicion of fraud, or on suspicion of any illegal practice or on suspicion of any unusual activity in respect of the Customer's Account with Digi; and/or
- 5.2.1.vii. where the Customer defaults in the payment of any fees, charges or monies due to Digi and/or its subsidiaries in relation to any other accounts and/or services the Customer may have with Digi and/or its subsidiaries. Provided always and notwithstanding the aforesaid, Digi reserves the right to summarily terminate the Service without giving the Customer any notice and without having to give any reason whatsoever.
- 5.2.1.viii. Suspend and/or terminate the Service in the case of suspected Commercial Gain activity for any reason whatsoever.
- 5.2.2. Amend or vary any packages/Service or all deposits, fees and charges payable pursuant to this Agreement by giving due notice.
- 5.2.3. vary, add to or delete any of these Terms and Conditions with or without the need to provide any notice to the Customer and which shall take effect on such date determined fit by Digi and whereby the Customer shall be immediately bound by the same.
- 5.2.4. without notice, after the Customer is in default of payment in relation to this Account or any other of the Customer's Accounts with Digi (and notwithstanding any settlement of account or other matter whatsoever), combine or consolidate all or any of the then-existing accounts of the Customer (including accounts in the name of the Customer jointly held with others) with Digi, and offset or transfer any sum outstanding to the credit of the Customer (including deposits) in any one or more of such accounts in or towards satisfaction of any money, obligations and liabilities of the Customer to Digi, whether such liabilities be present, future, actual contingent, collateral, several or joint.
- 5.2.5. impose a reconnection fee at Digi's sole discretion and at a rate determined by Digi in the event that the said Service is discontinued, disconnected or suspended for whatever reason.

- 5.2.6. impose a fee, extra charges and/or penalty upon the Customer who misuse the free calls, SMS or data or broadband services by way of unauthorised selling and/or Commercial Gain or in any way whatsoever.
- 5.2.7. impose any minimum or maximum capping for the free voice, SMS and/or data usage without prior notice to the Customers based on the fair usage policy, which may be changed from time to time at Digi's discretion. The data usage cap mentioned herein applies for uploads and downloads. If the Customer exceeds the monthly cap, the Customer's connection to the Service will be less prioritised.
- 5.2.8. include any fees and/or charges (including the Monthly Charges) in any of the Customer's subsequent bill if Digi has unintentionally or inadvertently omitted such fees and/or charges from a particular bill.
- 5.3. Digi shall not be liable to the Customer or any third party for any claims for libel, slander, or infringement of copyright arising from the transmission and/or receipt of data and materials in connection with the Service, and all other claims arising out of any act or omission of the Customer or any person authorised by the Customer in connection with the Service.
- 5.4. The Customer shall indemnify and hold Digi harmless against all claims, proceedings, actions, demands and losses which may arise as a result of the Customer's use of the Service or any act or omission of the Customer.
- 5.5. In the event of any dispute/claim of ownership of the Customer's Device, the onus of proving ownership, to the satisfaction of Digi, shall lie on the Customer. In the event the Customer is unable to do so, the matter shall then be referred to the Police and/or the Courts. Digi shall not be liable for any loss, damage or claim which may be caused to the Customer from or through the re-registration / termination / transfer / reconnection/disconnection/suspension of the Service in respect of the Customer's Device pending determination of ownership or subsequent thereto.
- 5.6. Digi reserves the right and without having to give notice to the Customer to impose call barring, suspend, disconnect or terminate the Service or take such other action as Digi may deem fit for its own credit control purposes and management of the Customer's account(s).

- 5.6.1. For any package bundled with a Device:
- 5.6.1.i. During the Minimum Period, the Customer agrees that Digi shall also have the right to block the Device/IMEI number of such Device (if applicable) if in Digi's reasonable opinion, the Customer has breached the provisions of this Agreement, in particular, if the Customer has failed to make the relevant payment of its Monthly Charges and/or Monthly Fees for a consecutive period of two (2) months or any other period as may be reasonably determined by Digi from time to time.
 - 5.6.1.ii. In the event we block or unblock the IMEI number of such Device, Digi will inform other telecommunication operators to put the blocking or unblocking into effect on their own respective networks in compliance with applicable laws.
- 5.7. The Customer hereby agrees that Digi may change and/or migrate the Customer's existing plan subscription to another plan as Digi deems fit. Digi shall notify the Customer of the effective date of the said change and/or migration. In the event the Customer wishes to remain their existing plan, the Customer shall notify Digi within 14 days from the effective date of the change and/or migration to enable Digi to act accordingly.
- 5.8. It is agreed that, upon disclosure of any Information at any time, it is deemed that the Customer has consented to allow Digi the right to use such Information for provision of Service herein, credit assessment and enforcement, Service and process enhancements in improving Customer's convenience, promotional and marketing purposes. In the event that such consent is retracted, Digi shall have the right to automatically terminate the Service or any part thereof.
- 5.9. For the avoidance of doubt, Digi shall have the right to use the Information from the time the Information is disclosed by the Customer.
- 5.10. Digi reserves the right to terminate any Customer at any time and for any reason whatsoever.
- 5.11. For the purposes of data security and for better prevention of loss, Digi has taken the measure of scanning the registration Agreement, and any and all forms, documents supporting the registration. The Customer agrees that all such scanned records are relevant and admissible in evidence. The

Customer will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were scanned copies.

- 5.12. The Customer accepts that Digi may revise and/or modify the terms of the Agreement. In the event of such revision and/or modification, Digi shall communicate such revision and/or modification at Digi's website. In the event such communication is made at Digi's website, the Customer agrees that by continuing to use the Service after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

6. Force Majeure

- 6.1. Digi shall not be liable for any breach of this Agreement caused by an Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other local authorities, industrial disputes of any kind, fire, lightning, explosions, flood, landslides, subsidence, inclement weather, acts or omissions of persons or bodies for whom Digi is not responsible for or any other cause whether similar or dissimilar which is outside of Digi's control.

7. Account Management

7.1. Payment

The Customer shall, upon the submission of their application for registration, pay Digi the Advance Payment and/or Deposit, and such other fees and charges as required by Digi. Once an application has been accepted, only the Deposit may be refunded subject to these Terms and Conditions. For broadband services, in addition to the Advance Payment, non-Malaysian Customers are required to subscribe to the auto-billing services and to present a valid credit card for Digi's verification.

- 7.1.1. The Customer shall promptly pay all charges and fees as may be imposed by Digi and any increase in such fees and charges from time to time, including all legal fees, stamp duties, and such other charges/fees as may be prescribed by Digi for any termination, re-registration, transfer, requisition or any recovery cost in connection with this Agreement where necessary.

- 7.1.2. In the event of Early Termination of this Agreement either by the Customer or by Digi, all monies owing to Digi shall become immediately due and payable, and Digi shall be entitled to offset the Deposit paid by the Customer against any amount owing to Digi. All payments due by the Customer as stated in the Customer's bill statement shall be paid promptly, and Digi reserves the right to charge interest on all late payments at the rate of 1.5% per month simple interest or such other rate as may be notified by Digi from time to time, both before and after judgment.
- 7.1.3. In the event the Customer disputes any of the charges in the bill statement or the amount outstanding therein, the Customer shall provide written notice thereof to Digi within fourteen (14) days from the date of the bill statement, failing which it shall be deemed to be correct and binding upon the Customer. Upon receipt of such written notice by the Customer, Digi shall review the Customer's Account and make any amendment, if necessary.
- 7.1.4. Digi reserves the right to take any action it deems necessary for the recovery of unpaid charges or fees, and any costs (including but not limited to legal costs on a Solicitor and Client basis) incurred in connection therewith shall be borne by the Customer.
- 7.1.5. It is hereby agreed that a statement of account duly signed by an officer of Digi, shall be deemed to be conclusive evidence of the indebtedness of the Customer whether for purpose of litigation, Court proceedings or otherwise and any demand, Summons, other originating process, cause papers or other documents relating to any Court proceedings or otherwise, or letter whether sent by Digi or its agents or solicitors, shall be deemed served on the Customer upon expiry of twenty four (24) hours of the posting of the same to the address specified in this Agreement, or the last known address of the Customer, by ordinary post or prepaid registered post.
- 7.1.6. In the event a Principal User defaults in the payment of any Monthly Charges and Monthly Fees as may be imposed by Digi, and any increase in such fees and charges from time to time, including all legal fees, stamp duties and such other charges/fees as may be prescribed by Digi for any termination, re-registration, transfer, requisition or any recovery cost, the Customer agrees that Digi shall

have the option to suspend or terminate all other Principal Users lines of the same NRIC/Passport number and their Supplementary User (including Separate Supplementary Account) lines without any liability to the Customer or any third party. Action may be taken against such Principal User and/or and their Supplementary User (including Separate Supplementary Account holder).

- 7.1.7. In the event that a Principal User line is terminated for any reason, the Supplementary User (including Separate Supplementary Account) lines shall automatically be terminated. The Supplementary User must sign a separate Agreement and shall assume the status of a Principal User in order to continue to be a Digi Customer. However, the Customer agrees that during such conversion, there may be interruption of Service and the Customer shall lose the benefits that it has acquired as a Supplementary User.

7.2. Auto Billing

- 7.2.1. The Customer hereby unconditionally authorises Digi at its absolute discretion to settle all outstanding monthly payments to Digi that are immediately due and payable through automated billing through the Customer's credit or charge card.
- 7.2.2. Digi reserves the right, at any time and from time to time, without being liable to the Customers or any third party whatsoever to discontinue, interrupt, withdraw or suspend this auto-billing service, or vary any Terms and Conditions for such period of time that Digi shall deem fit for any reason whatsoever.
- 7.2.3. Any amount outstanding on the Customer's account which remains outstanding prior to the third-party authorisation or the subscription to this auto-billing Service, shall be settled with Digi by the Customer at any Digi Centre before the due date.
- 7.2.4. The Customer hereby authorises Digi
- 7.2.4.i. to release details of the Customer's monthly bills to American Express/Diners Club/or the Acquiring or issuing bank for VISA/MasterCard and;

- 7.2.4.ii. to automatically debit these bill amounts to the Customer's Charge Card/Credit Card account. The full bill amount will be debited until the Customer withdraws from the auto-billing Service.
- 7.2.5. The bill amount will be automatically debited to the Customer's Charge Card/Credit Card upon approval by American Express/Diners Club/or the respective acquiring or issuing banks.
- 7.2.6. In the event of a rejection pursuant to Clause 4, the Customer will be informed by Digi, and the Customer shall accordingly be liable to settle all sums due to Digi directly.
- 7.2.7. Any inquiries or disputes pertaining to the Customer's Digi mobile phone bills should be directed to Digi, and NOT American Express/ Diners Club/the Issuing Bank/the Acquiring Bank.
- 7.2.8. The Customer is obliged to inform Digi in writing upon transfer of mobile telephone and/or SIM Card owners, changes in Digi account numbers, or if the Customer wishes to withdraw from the auto-billing Service. For the first 6 months of the auto-billing Service, the Customer is not allowed to withdraw from the auto-billing Service or change the account details of his/her Charge/Credit Card submitted during the registration to the auto-billing Service.
- 7.2.9. Subject to Clause no 8 above, the Customer must inform Digi in writing of changes in Charge/Credit Card account number, including new account number issued under "lost card" or "conversion"; termination/cancellation of Charge/Credit Card account; changes or renewal of expiry date of the Charge/Credit Card. Changes involving new account numbers will require re-enrolment and submission of a new authorisation Form.
- 7.2.10. The Customer may terminate the auto-billing Service by giving one month's prior notice in writing to Digi.
- 7.2.11. The Customer must charge their bills to the Charge/Credit Card account in their name only (solely or jointly). Any variation from this clause will require expressed permission from the Card holder in writing.

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- 7.2.12. The Customers wishing to have this auto-billing Service for their corporate and/or individual Digi accounts shall be subject to the same finance charges that may be applicable to other charges that appear on the card account in accordance with the Terms and Conditions governing that card account.
- 7.2.13. This service is only available to Customers who are holders of American Express/Diners Club/VISA/MasterCard with Charge/Credit Cards issued by Malaysian financial institutions.
- 7.2.14. Digi reserves the right to require the Customer to settle any amount billed using other means of payment from time to time.
- 7.2.15. The Customer accepts full responsibility for all transactions arising from the use of this charge/credit card in payment of account.
- 7.2.16. Digi shall not be held responsible or liable for any claims, loss, damage, costs and expenses arising from the successful or unsuccessful processing of the debit due, the exceeding of credit limit, malfunction of the system, electricity failure and/or any other factor beyond the control of Digi.
- 7.2.17. Digi is only responsible for making arrangements to debit the Customer's charge/credit card account through the card centre as authorised by the Customer. The Customer acknowledges and agrees that the service is provided by Digi solely for the Customer's convenience and benefit. Therefore, for any problems or disputes arising from the processing/debiting, it shall be the Customer's own responsibility to resolve it with their charge/credit card companies (including but not limited to any problem due to breakdown/malfunction/mechanical defect of the computer system or equipment of the charge/credit card company).
- 7.2.18. The Customer hereby agrees to jointly and severally indemnify and keep Digi indemnified in full against any claims, loss, damage, costs and expenses which Digi may suffer or incur arising from the Customer's authorisation to debit the Customer's charge/credit card account as aforesaid.

- 7.2.19. Receipts will not be issued for payments made through the auto-billing Service. The Customer shall refer to their charge/credit card statements for confirmation of payment.
 - 7.2.20. In the event there is any amount on the Customer's account which remains outstanding prior to the authorisation, Digi reserves the right to debit the Customer's charge/credit card upon registration or the settlement of such outstanding amount.
 - 7.2.21. The auto-billing Service shall only commence upon completion or verification by Digi of the Customer's charge/credit card (which includes verification by the relevant bank).
 - 7.2.22. The Customer acknowledges and agrees that this auto-billing Service is provided by Digi, solely for the Customer's convenience. As such, in no way shall Digi be responsible or liable in any way to the Customer or any party if Digi automatically debits the Customer's charge/credit card as provided herein or take any other action provided herein irrespective of whether the Customer has had sight of the bill or otherwise.
 - 7.2.23. Credit Limit shall not be applicable to the Customer who subscribes to the auto-billing Service.
 - 7.2.24. The Customer understands and agrees that if they do not register their credit card at the date of registration, they will not be able to make payment via the phone-in/SMS/WAP credit card payment options or OCS, and as a result thereof, the Customer's account is barred. In order to enjoy such privileges, the Customer is required to subscribe to such services in Digi authorised centres.
- 7.3. Credit Limit
- 7.3.1. Digi may, at any time at its sole discretion, set a Credit Limit for credit control purposes without the necessity of informing the Customer, which shall operate as a threshold allowed for the total charges outstanding inclusive of unbilled charges. This Credit Limit shall be reviewed from time to time at the sole discretion of Digi. The Customer may make an application for a review of this Credit Limit,

but the discretion to allow any changes to the Credit Limit shall be at the sole discretion of Digi. When the Credit Limit is reached, Digi reserves the sole right to automatically bar the Customer's use of the Service.

- 7.3.2. Digi is not obligated in any way whatsoever to ensure that the Credit Limit is not exceeded by the Customer, and any failure to do so shall not operate as a waiver of any of the rights of Digi hereunder.
- 7.3.3. Notwithstanding anything that is contrary herein, Digi may also without any notice, written or otherwise, impose Call Alert, reminding the Customer that there are payments overdue or payable or will be payable. Failure to adhere to the Call Alert may result in the Service being suspended or terminated without any notice. Notwithstanding the above, Digi shall not be under any duty to impose a Call Alert and/or ensure its receipt by the Customer, and any failure to do the same shall not operate as a waiver of any of the rights of Digi hereunder.

7.4. Device/Mobile Telephone Subsidy and Termination

- 7.4.1. In the event of Early Termination of the Service subscription either by Digi or the Customer, the Customer shall immediately pay all amount including but not limited to all outstanding fees, charges and costs of the Mobile Telephone, or Device subsidy (if any) or any Early Termination Sum (if any) or any amount which may be determined by Digi from time to time.
- 7.4.2. Outstanding fees and charges refer to any charges due to Digi, including but not limited to outstanding Monthly Fee, Value-Added Services charges, and any other service charges directly or indirectly payable to Digi.
- 7.4.3. In the event that the Device, Mobile Telephone and/or SIM Card(s) is/are lost, stolen and/or damaged, the Customer may request for a replacement to be provided by Digi. The Customer shall nevertheless continue to remain liable for all fees, charges and costs incurred from the use of the Device, Mobile Telephone and SIM Card(s). Digi reserves the sole and absolute right to levy a charge upon the

Customer being the costs of such replacement and/or any other charges which Digi shall deem at its sole and absolute discretion fit for such purpose.

- 7.4.4. The Customer hereby agrees that Digi may change and/or migrate the Customer's existing plan subscription to another plan as Digi deems fit at any point of time during the validity of this Agreement. Digi shall notify the Customer of the effective date of the said change and/or migration. In the event the Customer wishes to remain in their current existing plan, the Customer shall notify Digi within fourteen (14) days from the effective date of the change and/or migration to enable Digi to act accordingly.
- 7.4.5. The Customer recognises and acknowledges that the cost of the Device or Mobile Telephone purchased by the Customer is subsidised in part or in whole by Digi, or by one of Digi's business partners, whether pursuant to a promotional event or otherwise.
- 7.4.6. Digi reserves the right (where applicable) to collect, and the Customer shall pay a deposit of such sum as shall be determined by Digi from time to time ("Device Deposit") in consideration of such a subsidy.
- 7.4.7. In the event of termination of the Service (for whatever reason), Digi shall be entitled at its absolute discretion to :-
- 7.4.7.i. forfeit/offset the Device Deposit in part or in whole towards the subsidy paid and refund the remainder (if any) ; or
 - 7.4.7.ii. refund the Device Deposit in part or in whole to the Customer, should the Customer be desirous of returning the Device to Digi, and should Digi be desirous of accepting the return of the same, subject to the said Device being in good working condition, fair wear and tear accepted.
- 7.4.8. Customers subscribing to the Service are not permitted to terminate prior to the end of the contract duration. In the event of Early Termination of this Agreement either by the Customer or by Digi, all monies owing to Digi shall become immediately due and payable, and Digi shall be entitled to offset the Deposit paid by the Customer against any amount owing to Digi. The Customer who selects a bundled package with a device may opt to pay a monthly instalment

fee for a fixed duration for the device. In the event that, within the instalment period, (i) the Customer prematurely terminates the subscription to the service; or (ii) the Customer's subscription is terminated by Digi due to the Customer's payment defaults or contractual breach, the Customer shall pay a termination fee amount equal to the sum of the device's instalment monthly fees for the unexpired modem/smartphone instalment tenure, which shall become immediately due and payable.

- 7.4.9. In relation to Broadband, the Customer shall own the modem after 12 months tenure, or in the event of an Early Termination after settling all outstanding fees and charges. Both Clauses 3 and 4 are only applicable to Broadband subscribers who signed up before 1 June 2010.
- 7.4.10. In the event of Termination of Account(s) or line(s) under Corporate registration, a notice of termination to Digi is required in writing, and in advance of at least one (1) month by the authorised signatory.

7.5. Transfer/Re-registrations of Used Mobile Telephone/Device and/or SIM Card

- 7.5.1. A Customer may transfer or re-register the used or repossessed Mobile Telephone/Device with prior approval from Digi and clearance from the Financier where the Mobile Telephone or SIM Card is purchased under a financing scheme.
- 7.5.2. The new Customer shall enter into a fresh Registration Agreement with Digi, and the Agreement shall take effect from the date of the transfer or re-registration and shall pay all fees and charges levied in respect of the transfer or re-registration, and be subjected to such other Terms and Conditions as Digi may deem fit to impose.
- 7.5.3. In the event that outstanding bills for the repossessed Mobile Telephone/Device or SIM Card remain unpaid, Digi reserves the right to reject or refuse the application for re-registration of such Mobile Telephone/Device or SIM Card.

8. Others

8.1. International Roaming

- 8.1.1. Digi reserves the right at its sole discretion to determine whether a Customer and/or user is eligible for and will be offered the International Roaming service.
- 8.1.2. Digi and the operator of the visited foreign telecommunications services network shall not be liable for any loss or damage, which the Customer and/or user may sustain from or through the suspension/termination/interruption/ loss of or inability to use the International Roaming service due to any cause whatsoever.
- 8.1.3. The Customer and/or user of the International Roaming service shall be subject to all the Terms and Conditions of this Agreement and such other Terms and Conditions as Digi shall deem fit to be imposed from time to time.
- 8.1.4. For data services, the Customer's monthly access fees only covers domestic data usage and does not include data usage overseas. For roaming service usage, international roaming charges apply.
- 8.1.5. The Customer shall produce for inspection a valid passport upon application for the International Roaming Service, and Digi reserves the right to verify its contents.
- 8.1.6. The Customer may, at Digi's absolute discretion, be offered a Credit Limit in respect of charges incurred in using the International Roaming Service and/or International Direct Dial Service.
- 8.1.7. The Customer may request for a higher Credit Limit, and Digi may grant the same at its discretion subject to such conditions as Digi shall deem fit to impose.
- 8.1.8. The Customer shall bear and pay all surcharges, value-added taxes, and any other charges, taxes, exchange rate difference (if any), or such other sum as may be stipulated by Digi from time to time, incurred in using the International Roaming Service and/or International Direct Dial Service.
- 8.1.9. Digi makes no warranty or representation that Customer's Mobile Telephone or Device will be able to utilise the International Roaming Service. Any inability of Customer's Mobile Telephone or Device to

utilise International Roaming Service and/or International Direct Dial shall not annul this agreement or absolve, diminish or affect the Customer's liability to observe and perform their obligations herein.

- 8.1.10. Digi reserves the right, without being liable to the Customer whatsoever, not to provide or continue to provide or to discontinue providing the approved Credit Limit and/or International Roaming (IR) Service and/or International Direct Dial (IDD) at any time and without assigning any reason thereof.
- 8.1.11. The Customer shall promptly report to Digi and in any case within 24 hours, any lost or stolen SIM Card or Mobile Telephone or Device. Until such a report has been received by Digi, the Customer shall be liable for all charges incurred except where such loss is caused by the acts or omission of the Customer.
- 8.1.12. For the purposes of these terms and conditions, any reference to International Roaming Service shall include International Data Roaming Services.

8.2. Value-Added Services

- 8.2.1. The ability of the Customer to access and use Information via VAS is dependent upon the features and functionality of the Customer's Mobile Telephone; and the nature and quality of the information being accessed.
- 8.2.2. Digi does not represent, warrant or guarantee the extent to which Customer's Mobile Telephone will be able to access Information via VAS or on the Internet or elsewhere.
- 8.2.3. The Customer may only access Information using VAS if all the necessary pre-conditions have been met, and further warrants that the Customer's access to VAS is conditional upon :-
 - 8.2.3.i. Acknowledging that VAS is not moderated and that Digi does not control any forums;

- 8.2.3.ii. Acknowledging that Digi is under no obligation to monitor or censor the Information generated under VAS, however it reserves the right to do so;
- 8.2.3.iii. Acknowledging that Digi is not responsible for VAS content (even if it is co-branded and/or promoted by Digi);
- 8.2.3.iv. Acknowledging that any views expressed in the information are not necessarily those of Digi;
- 8.2.3.v. Agreeing not to make lewd, obscene, threatening, abusive or defamatory remarks or incite hatred to any other person or group;
- 8.2.3.vi. Agreeing not to abuse, harass, threaten or embarrass any other person or interfere with the operation of VAS, or interfere with the enjoyment of VAS by other Customers;
- 8.2.3.vii. Agreeing not to post or transmit any Information of any kind which contains a virus or other harmful or deleterious component or to delete any author acknowledgements, legal notices or proprietary designations or labels attached to or expressed in any file that is uploaded;
- 8.2.3.viii. Agreeing not to download any file posted by any other user of VAS if the Customer knows, or reasonably ought to know, that the file cannot legally be distributed in any manner;
- 8.2.3.ix. Granting Digi an irrevocable, worldwide, royalty-free license to copy and adapt any Information the Customer generates through the use of VAS to the extent necessary to provide VAS, or to promote VAS or any other service of Digi; and/or
- 8.2.3.x. Releasing Digi from all liability in connection with VAS, including any failure to provide the same.
- 8.2.4. Digi reserves the right to withdraw VAS at any time without notice and shall not be liable to any party for doing so.

8.3. Promotions

- 8.3.1. Where the Customer's subscription is made pursuant to a promotion, the Customer agrees that, upon Digi's acceptance of the Customer's application to subscribe to the Service pursuant to a promotion, the Customer shall be subject to such additional terms and conditions as may be attached as conditions to the said promotion. Such additional terms and conditions shall be read as supplementary to the terms and conditions in this Agreement. Digi expressly reserves the right to withdraw any promotions subscribed to by the Customer at any time without assigning reasons for such withdrawal.
- 8.3.2. In the event that the promotion involves a Financier, the Customer shall, in addition to Clause 1, comply with all requirements imposed by the Financier, and further acknowledges that Digi has reserved the right to take any action as requested by the Financier to protect the Financier's interests, or as deemed fit for Digi's own interests and credit control purposes and management of the Customer's Account(s).
- 8.3.3. For enterprise offering, free Inter-Company Calls feature is applicable only for the usage up to 45 hours/month. The normal tariff rate shall apply when the usage exceeds 45 hours/month. Digi reserves the right to terminate the Service if the free Inter-CompanyCalls feature is used for Commercial Gain by the Customer.

8.4. Devices

- 8.4.1. All Devices and VAS provided to the Customer by Digi, or purchased through Digi's Smart Plan are covered under and subject to the terms of warranty from the relevant manufacturer or licensors. Digi shall not be responsible in any manner whatsoever for any defects in the Devices or the VAS due to the manufacturers', licensor's or Customer's fault, and if applicable, any hardware which the Customer may have connected to the Devices.
- 8.4.2. Should there be any manufacturing defects with the Devices (provided by Digi under the terms and conditions of this Agreement) found within one (1) day from the date of registration, the Customer may visit the relevant manufacturer's service centres to get a replacement. For any defects found after one (1) day from the date of

registration, the Customers may visit the relevant manufacturer's service centres for warranty claims. The Customer shall also be subjected to any other terms and conditions imposed by the supplier/manufacturer of the Device.

- 8.4.3. The Customer shall ensure that the Device provided with the Service is compatible with the PC/laptop's system. Digi shall not be responsible should the Device fail to work on the Customer's PC/laptop's system as well as the laptop systems with embedded SIM card slots.
- 8.4.4. If the Customer chooses to connect using the Customer's own Device, Digi shall not be able to provide the Customer with technical support for that particular Device, and Digi reserves the right to refer the Customer to the Device manufacturer for technical assistance (at Customer's own expense).
- 8.4.5. The Customer agrees that the ownership of any Device in respect of any bundled package shall only pass to the Customer if the relevant provisions of this Agreement are fulfilled (in particular the stipulated Minimum Period, payment of any Early Termination Sum and/or payment of any and all outstanding Monthly Charges and/or Monthly Fees).

8.5. Data

- 8.5.1. The Customer shall, upon executing this Agreement, consent and permit Digi to use/ disclose the Customer's personal data for purposes including the provision of the Service, including but not limited to data matching, trans-border, transfer of data, Call Line Identification Presentation (CLIP), credit checking, for any other purpose deemed to be in the interest of Digi and for compliance of any laws and regulations.

8.6. Internet Top Up

- 8.6.1. Digi's Internet Top Up will be available to all Enterprise Customers comprising of Corporate Customers and Corporate Individual Customers, irrespective of the mobile Internet or data plans subscribed to.
- 8.6.2. For avoidance of doubt, the Digi Bill Payment with regards to Digi's

Internet Top Up will be as follows:

- 8.6.2.i. If the Internet Top Up is subscribed to by employees or personnel of Corporate Customers, the Bill Payment for the Internet Top Up shall be borne solely by such Corporate Customers; and
- 8.6.2.ii. If the Internet Top Up is subscribed to by Corporate Individual Customers, the Bill Payment for the Internet Top Up shall be borne by such Corporate Individual Customers.

9. Packages

9.1. Principal Lines

- 9.1.1. The plans for principal lines and the eligible Add-Ons are as follows, subject to change from time to time without compensation or prior notice. Mobile Charges published herein are exclusive of all applicable taxes including the service tax.

- 9.1.2. You may subscribe to any of following packages:

Go Digi 78	
Monthly Commitment Fee	RM 80
Plan Benefits	
Mobile Internet Quota Allocation	120GB
Minutes Allocation (All networks)	Unlimited
SMS Allocation (All networks)	1500
5G Booster / Month	✓
Subsequent Rates/Charges	
SMS (All networks)	RM0.10/SMS
IDD Calls	Varies by country. Click here for more info
Add-On Options (On Demand)	
Supplementary Lines	X
5G Booster + 5G Quota / Month	✓
Go Digi 98	
Monthly Commitment Fee	RM108
Plan Benefits	
Mobile Internet Quota Allocation	150GB

Minutes Allocation (All networks)	Unlimited
SMS Allocation (All networks)	1500
5G Booster / Month	✓
Subsequent Rates/Charges	
SMS (All networks)	RM0.10/SMS
IDD Calls	Varies by country. Click here for more info
Add-On Options (On Demand)	
Supplementary Lines	2
5G Booster + 5G Quota / Month	✓
Go Digi 128	
Monthly Commitment Fee	RM138
Plan Benefits	
Mobile Internet Quota Allocation	180GB
Minutes Allocation (All networks)	Unlimited
SMS Allocation (All networks)	3000
5G Booster / Month	✓
Subsequent Rates/Charges	
SMS (All-net)	RM0.10/SMS
IDD Calls	Varies by country. Click here for more info
Add-On Options (On Demand)	
Supplementary Lines	4
5G Booster + 5G Quota / Month	✓
Go Digi 168	
Monthly Commitment Fee	RM168
Plan Benefits	
Mobile Internet Quota Allocation	Unlimited
Minutes Allocation (All networks)	Unlimited
SMS Allocation (All networks)	3000
5G Booster / Month	✓
Subsequent Rates/Charges	
SMS (All networks)	RM0.10/SMS
IDD Calls	Varies by country. Click here for more info
Add-On Options (On Demand)	

Supplementary Lines	6
5G Booster + 5G Quota / Month	✓

9.2. Supplementary Lines

9.2.1. The number of supplementary lines eligible for subscription will be limited to the amount of lines allocated for each principal line as stated in Clause 9.1.2 above, if any. Hence, in the event of change of plan of a principal line to a lesser value of Go Digi, the number of supplementary lines eligible for subscription shall correspond with the new number of supplementary lines allocated under the change of plan, if any.

9.2.2. Your subscription to any of the principal plans above allows you to subscribe to the supplementary plan as below:

Go Digi 48 Supplementary Plan	
Monthly Commitment Fee	RM 48
Plan Benefits	
Mobile Internet Quota Allocation	Mirror Principal
Minutes Allocation (All networks)	Unlimited
SMS Allocation (All networks)	300
5G Booster / Month	✓
Subsequent Rates/Charges	
SMS (All networks)	RM0.10/SMS

10. Digi Business Renewal Programme

These terms are additional to and supplemental to the General Terms and Conditions (hereinafter collectively referred as "Agreement") stipulated at [Digi.com.my/business](https://digi.com.my/business) entered into between Digi Telecommunications Sdn. Bhd. (Co. No. 201283-M) ("Digi") and the Customer. Digi and the Customer have agreed to supplement the Agreement as follows:

- 10.1. This Programme is applicable for existing Customers with any existing voice call plan only.
- 10.2. The Agreement will be deemed renewed and the Programme accepted automatically, if the Customer uses the Service and the Customer does not notify Digi that he does not wish to extend the Agreement within 14 days

from the date of the letter of the Programme. The Customer is required to call 016-2998888 or email to bsc@Digi.com.my.

- 10.3. The Programme shall be in force and effect from the activation date of the Programme under the Customer's account and shall continue for a Minimum Period or until earlier terminated in accordance with the terms and conditions of the Agreement ("Term") subject to Digi accepting the Customer's application for subscribing to this Programme. Acceptance of the Customer's application for the Programme shall be at Digi's absolute discretion.
- 10.4. This Programme is valid for existing line(s) renewal which is tied to a past programme or promotion. The Customer shall not be entitled during the Term of this Programme to change their registered plan to any other Digi call plans. Participation by the Customer on any other promotion packages introduced or as may be introduced by Digi during the Term shall be subject to the absolute discretion of Digi.
- 10.5. The Customer recognises and acknowledges that the Services provided by Digi to the Customer under the Programme are in consideration of the Customer subscribing to the Programme for the Term. In the event of early termination of the Service either by Digi or the Customer, the Customer shall pay Digi the Early Termination Sum based on the subscribed call plans.
- 10.6. Airtime rebate is given in addition to the monthly commitment fee (if any) of the existing and/or new Programme subject to Digi's absolute discretion. The airtime rebate cannot be exchanged for cash, accumulated or carried forward to the following billing month, and it is not transferable. The airtime rebate offered by Digi herein is final and no correspondence will be entertained.
- 10.7. The terms and conditions in the Agreement shall continue to apply to this Addendum subject to any additions, variations and/or modifications contained in this Addendum and shall be read and construed to be enforceable as if the additions, variation and/or modifications in this Addendum were inserted in the Agreement by way of such additions, variations and/or modifications.
- 10.8. Unless otherwise defined in this Addendum, words and expressions defined in the Agreement shall have the same meaning when used or referred to this Addendum.
- 10.9. In the event of any inconsistency between the provisions of the Agreement and the provisions of this Addendum, the provisions of the Addendum shall prevail.
- 10.10. In the event of a discrepancy or conflict between the English, Bahasa

Malaysia and Chinese versions of these terms and conditions, the English version shall prevail.

11. Miscellaneous

- 11.1. This Agreement shall be subject to the laws of Malaysia and the parties hereto shall submit to the exclusive jurisdiction of the Courts of Malaysia.
- 11.2. Any notice which may be given under this Agreement shall be in writing and deemed duly given to the other party if delivered by hand or sent by ordinary post to the address as stated in this Agreement or their last known address or by electronic means which includes SMS, email and fax and shall be deemed to have been served at the time when it is delivered if by hand and in the ordinary course of post, it would be considered delivered on the 5th working day if by post and if by electronic means it would have been so delivered at the date and time sent.
- 11.3. The Customer shall bear all costs, charges, fees and expenses in connection with/or incidental to this Agreement.
- 11.4. In this Agreement where the context requires, words importing the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders. Person shall include natural persons, corporations, partnership and associations. Headings to the clauses herein are for convenience of reference only and shall not affect the construction thereof.
- 11.5. The Customer shall not assign this Agreement or any part thereof without the prior written consent of Digi. Digi shall be at liberty at any time without the concurrence of and without notice to the Customer to assign and/or transfer all or any part of its rights and obligations under this Agreement (or any related Agreement) to such persons as it deems fit and upon such assignment or transfer the assignee or transferee shall assume and be entitled to the rights, interests and obligations under this Agreement (or any related Agreement) as if it had been the party to the agreement in place of Digi.
- 11.6. If one or more of the provisions of these Terms and Conditions shall be invalid, illegal or unenforceable under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted.

- 11.7. Failure by Digi to exercise any or all of its rights under these Terms and Conditions or any partial exercise of a right, shall not act as a waiver of such rights and such rights may be exercised without having to wait for the occurrence or reoccurrence of a similar or any other event giving rise to such rights.
- 11.8. Digi reserves the absolute right to verify any information stated in the Registration Agreement and reserves the right to reject and/or seek such further clarification from the Customer or any other source as deemed necessary to establish the identity of the Customer (including but not limited to subsequent verification for recovery purposes); and such action shall not be considered defamatory or an invasion of privacy nor be the subject of any legal proceedings.
- 11.9. This Agreement shall be binding upon the successors in title and permitted assigns of the parties hereto.
- 11.10. Except for inconsistent terms in agreements signed with enterprise Customers, in the event of any inconsistency between the Terms and Conditions of this Agreement with any other terms and conditions of any Promotions or agreements, except as otherwise stipulated herein, these Terms and Conditions will prevail. Inconsistent terms in agreement signed with enterprise Customers shall prevail over terms in the registration agreement.
- 11.11. The Customer agrees that print-outs and reproductions of all documents and records pertaining to the Customer, either directly or otherwise, from Digi's computer system(s)/ records shall be admissible in any court of law and conclusive of the documents, if any.
- 11.12. Unless otherwise defined in these Terms and Conditions and except where the context otherwise provides, all capitalised words and expressions defined in the Registration Agreement shall have the same meanings when used or referenced to herein.
- 11.13. Digi reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions from time to time without prior notice and any modifications and/or changes shall be published at <https://www.digi.com.my/support/tnc>. Continued use of the Service following any changes to the terms and conditions constitutes an acceptance to those changes. Customers are advised to visit the website periodically to review the terms and conditions.
- 11.14. All General Terms and Conditions at Digi's website, for the time being in use and in force shall be followed and adopted on matters where the terms and

conditions herein are silent.

- 11.15. All other terms and conditions governing the use of any of Digi's mobile telecommunication services, the Service and VAS shall apply herein mutatis mutandis.
- 11.16. Digi shall not be liable for any cost, loss or damage (whether direct or indirect) or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Customer's use and utilization of the Service.
- 11.17. The Customer hereby agrees and acknowledges that Digi may send notifications and communications periodically as Digi deems appropriate; and the Customer hereby consents to receiving the same.