

# Digi Internet Freedom Terms of Use

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 Data Protection Obligations as set out at <http://digi.my/dataprotection> together with Digi's Privacy Statement as set out at <http://digi.my/privacystatement>; all of which form an integral part of 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 reference used herein shall be the same as the General Terms unless otherwise defined.

## 1. The Service

1.1. Digi Fibre Broadband is an internet access service to your home ("Internet Service"). The Internet Service comprises different plans that you may choose, the details of which are available here (the "Internet Freedom Plan"). We may change the Digi Fibre Broadband plan from time to time as we deem fit, but such change does not affect the Digi Fibre Broadband plan you subscribed to, unless you decide to change the Digi Fibre Broadband plan by informing us through any channels which Digi makes available to you.

### 1.2. Fibre Service Summary:

The Internet Service comprises of the following equipment ("Digi's Equipment"). No deviation of the Digi's Equipment is permissible.

- A Broadband Termination Unit ("BTU")
- A Wi-Fi Router ("CPE")
- 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 Service Availability:

- The Internet Service is only available in certain coverage areas. Please [click here](#) to check if your installation address is within the coverage area (the "Designated Area").
- Upon submission of your completed application, we will call you within approximately two (2) business days from the submission date to inform you of acceptance or rejection of your application. The provision of the Internet Service is at our sole discretion.

### 1.4. Service Eligibility

You are ineligible for the Service if:

- you have any outstanding payments with us; or
- you are blacklisted by any other fixed and / or mobile telecommunications providers;
- you fail the credit or other worthiness check. In this regard, you hereby consent and allow Digi to attend to any credit or other worthiness check on you; and / or
- we are of the reasonable opinion that you will use the Internet Service for any illegal activities.
- The provision of the Internet Service is contingent on your installation 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 fibre port(s)), we may provide reasonable assistance to you. In such case, we shall not be held liable for any inability to provide assistance or the outcome of any assistance render.

## 2. **The Product**

- 2.1. This Product is governed by this Terms of Use and the General Terms and Conditions which includes but is not limited to Digi's Privacy Statement, Data Protection Obligations and Fair Usage Policy found on Digi's website at [www.digi.com.my](http://www.digi.com.my) (collectively referred to as the "Terms"). Unless specifically defined here, terms and expressions used in this Terms of Use shall have the same meanings as may be found elsewhere in the General Terms and Conditions.
- 2.2. Digi Fibre Broadband is offering 5 plans: Digi Internet Freedom 90, Digi Internet Freedom 130, Digi Internet Freedom 190, Digi Internet Freedom 270, and Digi Internet Freedom 290. You understand that the "Internet Service" experience provided is on a best effort basis and is subject to device compatibility and location.

## 3. **Digi Internet Freedom Mobile 60**

- 3.1. Digi Internet Freedom Mobile 60 ("Plan") is a postpaid mobile plan which is only available for Digi Internet Freedom 130 and above Customers only.
- 3.2. The plan is strictly for sign up with eligible Digi Internet Freedom subscription only.
- 3.3. Unless stated otherwise in the context, all terms and conditions are applicable to the Plan.
- 3.4. The Plans structure is in the appended Appendix. Charges published are exclusive of all applicable taxes including GST.
- 3.5. Unlimited Internet usage, Unlimited Calls and bundled SMS ("Bundled Offers") apply only when used within Malaysia (to all domestic networks only).

- 3.6. All other services that are not included as part of the Bundled Offers such as International Direct Dialing (IDD), International Roaming (IR) etc. are chargeable based on usage on a Pay-As-You-Use (PAYU) basis and rates applicable are based on standard IDD and IR rates, subject to Digi's pricing for such services as amended from time to time.
- 3.7. Usage on SMS beyond the cap of the Bundled Offers will be charged on the basis of Pay-As-You-Use (PAYU) in addition to the applicable monthly fee.
- 3.8. For Unlimited Internet, any Internet usage out of Malaysia will be charged accordingly by the respective Digi roaming operators.
- 3.9. Other usage limitations on Unlimited Internet is as follows:
- Peer to peer downloads are capped at 64kbps.
  - Digi Internet Freedom Mobile 60 is bundled with a hotspot quota of 20GB whereby customers can share Mobile Internet through tethering up to five (5) devices simultaneously. The quota is applicable for the first 20GB hotspot usage only. Any subsequent tethering services will require subscription of Digi's Hotspot Pass on top of the monthly charge.
  - The Plans are for personal usages only and not applicable to any commercial usages in any business premises including but not limited to restaurants, Internet cafés, game centres or call centres etc. as well as other non-legitimate purpose to be determined by Digi. The Plans are not for reselling/rental purpose for profit or huge and continuous information transfer that affects the other Customers.
- 3.10. Speed - there is no speed restriction on Digi Internet Freedom Mobile 60. The service may have some limitations in certain locations or certain periods of time. The speed of 3G/4G technology usage depends on the service area, number of service users, connecting devices and the set-up of devices, which means each time service is not always with the continuous

maximum speed. The movement of connecting devices might also temporarily affect data transmission and data transmission technology.

- 3.11. Unlimited Calls applies to domestic mobile/fixed on-net and off-net usages only (excluding video calls, calls to special numbers, calls to toll-free 1-300/1-800 numbers and calls to 121 numbers).
- 3.12. Unlimited Calls are strictly for standard person-to-person calls; and not meant for any commercial/non-personal usages.
- 3.13. Unlimited Calls can only be utilized domestically i.e. within Malaysia network only. Calls made when overseas are subjected to roaming charges. The Customer shall be charged based on the call rates imposed by the respective Digi roaming operators for call usage while roaming with Digi's overseas roaming partners.
- 3.14. Unlimited Internet, Unlimited Calls and bundled SMS are not redeemable for cash or credit, are non-transferable, whether by operation of law or otherwise, either to any other person, entity or any other postpaid account, and unused balance is not applicable to be carried over to the next bill cycle.
- 3.15. For any excessive usage, or on suspicion of fraud, any illegal practice or unusual activity in respect of the Customer's Account with Digi, Digi at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party to discontinue, disconnect, interrupt, bar or suspend the service for such period of time as Digi shall deem fit.
- 3.16. Roam Like Home Monthly service can be used in selected countries and available with selected mobile operators only (please refer here for terms and conditions).

- 3.17. Auto billing discount of 5% off monthly total bill will be given for six (6) months from the date of Subscription to the Customers who sign up for the auto billing service when registering for the Digi Postpaid plans subscription.
- 3.18. A Principal line can register up to a maximum of six (6) Supplementary lines under the Principal, of which the six (6) Supplementary lines can be selected from the Digi Postpaid plans. (where the availabilities are subject to change from time to time by Digi without any notice).
- 3.19. The Principal shall be liable to pay all the relevant charges and amounts claimed by Digi as reflected in the respective lines' bill (if applicable).
- 3.20. Notwithstanding the aforementioned, all Terms and Conditions shall be equally applicable to any and all Supplementary lines subscribed under the Principal.
- 3.21. The Plans are not allowed to be bundled with devices and are purely for plan only subscription.
- 3.22. All bundled services under the Plans such as Capture are subject to amendment, from time to time. In view that Digi does not own or control the bundled application services, Digi reserves the sole and absolute right to cease, alter or suspend or substitute the list of application services available under the Plans bundled offerings at any time without prior notice. For the avoidance of doubt, such alteration, cancellation, termination or suspension by Digi does not entitle the Customers to any claim or compensation against Digi (in cash or in kind) for any and all loss or damage suffered or incurred by the subscribers as a direct or indirect result of the act of alteration, cancellation, termination or suspension.
- 3.23. Digi shall not be responsible in any way in the event that the Customer's subscription was activated by a third party without his/her consent. Digi shall not refund nor compensate the Customer in any manner whatsoever in such situations.

- 3.24. This Service is provided on an "as is" basis and Digi does not guarantee or warrant that there shall be no problems, defects or errors in the usage provided by this subscription and/or its offers. Digi shall not be responsible in any way whatsoever for the loss incurred directly or indirectly for such failure or any problems associated to the network in any way whatsoever.
- 3.25. By subscribing to the Plans, the Customers acknowledge that they understand the terms and conditions herein as well as the General Terms, including but not limited to Privacy Statement and Fair Usage Policy, which are available on Digi's website at [www.digi.com.my](http://www.digi.com.my), and agree to abide by them.
- 3.26. Digi reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions, including but not limited to any feature for the Plans, from time to time without prior notice to the Customers as it deems fit. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Customers are advised to visit this page periodically to review the terms and conditions.

#### 4. **Viu**

- 4.1. To be eligible and have continued usage of the 12 months or 24 months Viu, courtesy of Digi ("the Subscription"), you will need to:
- be a subscriber of Digi Internet Freedom 130, Digi Internet Freedom 190, and Digi Internet Freedom 270, or Digi Internet Freedom 290;
  - have a minimum one (1) Digi Postpaid 60 and above plan; and
  - meet all the requirements above at the point of Digi Internet Freedom registration.

In the event you cease to meet any of the eligibility criteria above, the Subscription will terminate automatically without any prior notice.

- 4.2. In the event you decide to continue your Viu subscription after the Subscription period, monthly charges will be reflected on your Principal Mobile.
- 4.3. You are eligible to receive only one (1) time, the offer for 12 months or 24 months subscription throughout your tenure with Digi. Upgrading or downgrading your Digi Internet Freedom plan during the Service Term will not change or refresh the Subscription period.
- 4.4. For more Terms and Conditions for Digital Contents, please visit <https://www.easyadd.my/terms-of-use>.
- 4.5. Upon the Digi Fibre Broadband service is activated, you must redeem the free Viu service within 6 months from the Digi Fibre Broadband service activation date, failing which, the free Viu service will be forfeited.

## 5. **Digi Fibre Broadband Upgrade & Downgrade**

- 5.1. Upgrades are allowed from between Digi Internet Freedom 90, Digi Internet Freedom 130, Digi Internet Freedom 190, Digi Internet Freedom 270, and Digi Internet Freedom 290 at no additional charge. Upon the successful upgrade, your monthly bill will be prorated based on the usage of the previous plan and current plan.
- 5.2. Customers who are on the Digi Home Fibre 50Mbps, Digi Home Fibre 100Mbps, Digi Home Fibre 500Mbps and Digi Home Fibre 1Gbps plans are not allowed to upgrade to Digi Internet Freedom plans.
- 5.3. Any downgrades are prohibited during the contract term of Digi Fibre Broadband.

## 6. **Promotional Offer**



- 6.1. In the event you terminate your Postpaid Mobile plan at any time during the term of the Internet Service, you will no longer be entitled to any special offers that are offered to you as a Digi Postpaid Mobile customer.
- 6.2. Warranty on any free promotional devices are subject to the terms and condition of the manufacturer brand.
- 6.3. Any Free subscription period promotion given will take effect from the 2nd bill onwards.

## **7. Installation of Service**

- 7.1. Installation Appointment: You will receive a call from us within two (2) business days upon processing your completed application to agree an installation appointment date and time ("Installation Date").
- 7.2. Rescheduling: If you are unable to attend on the Installation Date or require a change to the Installation Date, you must inform us before the Installation Date to reschedule the installation works. Should you fail to do so, or we attend your home on the Installation Date to install the Digi's Equipment and you are not available to let us into your home, we will deem the Installation Date as cancelled and reschedule a new installation date and you may 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 Digi accordingly. In any event, we shall not be liable for any further delays due to your deferment.
- 7.3. Cancellation before or at appointment: At the time when we contact you to make an appointment, you may cancel the Service and in such a case, we will not provision the Service and the Service Termination Fee is not payable by you. Should you cancel the Service Order after the confirmation call made by Digi, we may charge you a cancellation charge of RM200.
- 7.4. Access to Home: By agreeing to subscribe to the Internet Service, you consent for us and/or our authorized agents to access to your Premises, on the appointed Installation Date (and / or any rescheduled Installation Date),

to install and place the Digi's Equipment at your Premises, for the Internet Service to be activated.

## 8. **Installation**

- 8.1. Standard Installations: The installation at your home that we 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 our 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 we are not responsible for any defects and/or damage caused or contributed by our installer in undertaking the non-standard installation requested by you.
- 8.2. 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 our 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 us 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.
- 8.3. Standard Installation includes the following elements: fibre cable connection from the nearest Distribution Point (DP) to the outer wall of your premise up to 15m of fibre cable from the outer wall of your premise to the BTU up to 2m of RJ45 cable from the BTU to the CPE. Standard Installation does not include any of the following: trenching work, non-direct cable routing, underground, concealed or over-roof cabling. Such work must be completed at the customer's expense and Digi will not be held responsible for the quality or completeness of such work.

## 9. **Service Acceptance Test (SAT)**

- 9.1. Digi will perform a simple SAT upon completion of the installation of Digi's Equipment to determine that the 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 our access device. We or our authorized installer may request that you attempt to access the internet service using your access device once the Internet Service is provisioned.

- 9.2. The Internet Service is deemed to commence upon completion of the SAT and invoicing shall commence on that day. You may be required to acknowledge the completion of the SAT, failing which we shall deem that the SAT is completed and successful.

## 10. **Service Rules**

- 10.1. Minimum age: You must be aged eighteen (18) years and above to subscribe for the Internet Service. By subscribing 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 Internet Service for a director and/or employee only, then these terms are applicable to you. The continued use of the Internet Service by the end-user director or employee is deemed to be that end-user's acceptance of the terms in these General Terms and this Service Schedule.
- 10.2. You shall ensure and undertake that all information (and documents) submitted to us for the purpose of subscribing to the Internet Service are accurate, true, current and complete and undertake to inform us of any updates of such information if there is any changes thereafter.
- 10.3. You or your Designate Person are required to submit the following documents to us for verification purpose during application, registration and / or installation processes:
- MyKad (Malaysians) or MyKAS/MyPR (permanent resident); or
  - Passport (with at least a minimum of twenty-four (24) months validity)
- 10.4. Right to use the Internet Service: The Internet Service is made available to you for your and your household's own use only. You should not use the Internet Service for any trade, business or profession. You are responsible for how the Internet Service and Digi's Equipment are used. Your use of the

Internet Service shall at all times be in accordance with the applicable law and these General Terms and Conditions.

- 10.5. Applicable Policies: By subscribing to the Internet Service, you are deemed to have read and accepted these General Terms and Conditions, Privacy Policy, Fair Use Policy and any other relevant policies that are related to the Internet Service as may be published on our website from time to time. These policies are available at <https://www.digi.com.my/support/tnc/general/general-terms/definitions>
- 10.6. Transfer of ownership: Transfer of ownership for Digi Fibre Broadband plan is prohibited.
- 10.7. Relocation of Internet Service: Relocation of the Internet Service to a different home address is subject to Digi's area of fibre coverage. A new 24 months contract will be applicable upon successful relocation.
- 10.8. Internet Access: We have no control over what content, information, service or websites that you may access using the Service, and accordingly we 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 Service, and such an attack compromises or affects our network, we shall immediately suspend your Service until we 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 us.
- 10.9. Online application: You undertake that any representation made via our website is legitimate and Digi reserves the right to rely on the representation in order to proceed with the online subscription. We reserve the right to make further enquiry due to any uncertainty of the only 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 Digi's record and is admissible in any court of law and conclusive documents.

10.10. Prohibited Use: You shall not:

- use the Internet Service for any unlawful purpose including without limitation for any criminal purposes;
- use the 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;
- compromise or infect any systems with computer viruses or otherwise;
- infringe any intellectual property rights of Digi or any third party;
- resell or sublet the Internet Service to any third parties without prior written consent from Digi; and
- use the Internet Service in any manner, which in Digi's opinion may adversely affect the use of the Internet Service by other customers or efficiency or security as a whole.

10.11. Digi's Equipment: You shall:

- take appropriate measures to safeguard Digi's Equipment;
- properly maintain and keep Digi's Equipment at a safe place;
- adhere to all Digi's instruction from time to time in relation to the use of the Digi's Equipment;
- be responsible for all costs of repairs incurred in relation to Digi's Equipment if it is proven that any fault in such Digi's Equipment whether by act or omission is caused by you;
- not hold Digi liable if you equipment and / or other devices is damaged due to, including but not limited to fire, flood or lightning strike whilst using Digi's Equipment; and
- not hold Digi liable or responsible if Digi is unable to replace or change the Digi's Equipment to a similar model or type as the existing Digi's

Equipment and Digi reserves the right to replace the Digi's Equipment to any model or type available during such period at Digi's discretion.

## 11. **Service Term**

- 11.1. Initial Service Term: The Internet Freedom Plan commences on the completion of SAT or such other date as stated in the Service Acceptance Form (SAF) or as approved by us 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 General Terms and Conditions as may be updated by us from time to time. The Service Acceptance Form shall form part of these General Terms & Conditions.
- 11.2. Termination: If you terminate the Internet Freedom Plan for whatsoever reason prior to the expiry of the Initial Service Term, you shall be liable to pay a service termination fee of RM500.

## 12. **Service limitations, interruptions, suspension & discontinuation**

- 12.1. Quality of Service: We aim to provide a continuous, high-quality service using reasonable care and skill. Our provision of the Internet Service is nevertheless on a best efforts basis. Due to the nature of the Internet Service and the equipment we use to provide the Internet Service, we cannot guarantee that the Internet Service is available all the time. You may experience service disruptions from time to time. We reserve the right to manage your speed should you exceed the stipulated data volume quota (if any are imposed by us from time to time) or violate any terms and conditions regarding the usage of the Service.
- 12.2. 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 we are not responsible for any degradation of the Internet Service due to such factors or to take measures to rectify such degradation.

- 12.3. Occasionally we might have to interrupt, change or temporarily suspend some or all of the Service, due to maintenance , upgrading or repairing of our network or of third party networks that we are interconnected to for the provision of the Internet Service. If this happens, we will try to get the network up and running again as quickly as possible. If there are faults in our network affect the Internet Service, we shall endeavor to fix it as soon as possible, but we shall not be liable to you for such interruption or factors that affect the Internet Service.
- 12.4. Service Management Boundary: Digi will provide and manage the 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"). We will have no responsibility for the Internet Service beyond the Service Management Boundary.
- 12.5. You will be responsible for the 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 Internet Service and (b) your end-user access devices (including laptops, smartphones etc.) may affect the Internet Service, such end-user's Internet Service experience and/or interference with the radio frequency of the Wi-Fi signals, and for which Digi is not responsible.
- 12.6. We 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 Service for such time as we see fit or terminate, discontinue or disconnect the Internet Service if your usage:
- shows excessive usage or placed an unusual burden on our network;
  - is for unlawful activities or for suspected fraudulent activities;
  - is not in accordance with our Fair Usage Policy;
  - is for commercial / non-personal purposes;

- is not paid for promptly in accordance with the billing due date;
- is disrupted due to technical issues; or
- is subject to a request from lawful authorities to suspend or terminate your connection.

12.7. We reserve the rights at any time, without being liable to you or any third party, to discontinue the Internet Service. In such an event, we will offer you a comparable service from our product range (for example, Mobile Broadband) at an equivalent price, or the current market rate, whichever is lower.

### 13. **Products, defects & warranty**

- 13.1. Digi supplied equipment comes with a 12 months warranty. If within 12 months any of the Digi supplied equipment is defective we will replace the same at no charge to you PROVIDED ALWAYS THAT such defect damage is due to our fault and NOT due to your failure to adhere to our instructions or the instructions of the manufacturer.
- 13.2. If the BTU malfunctions due to your household's negligence, carelessness, or failure to adhere to our instructions, we 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.
- 13.3. If the CPE is defective or is damaged (not due to your or your household's negligence, carelessness or failure to adhere to our or manufacturer's instructions) and such defect or damage occurs within one (1) year from the Service Activation and you are still subscribing to the service, then we will repair or replace the CPE at no charge to you. If the CPE is defective after the initial one (1) year period, we 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 Digi control.

### 14. **Charges, fees, billing & payment**



- 14.1. The monthly recurring charges and / or any applicable charges and rates table for the Internet Service is as set out on the website here (the "Charges").
- 14.2. RM500 deposit will be charged in the first bill for non-Malaysians.
- 14.3. Recurring Charges: The Service has a fixed monthly recurring charge, the amount depends on the Internet Freedom Plan that you have selected.
- 14.4. Payment Methods: The applicable terms regarding payments can be found on the Digi website at <https://www.digi.com.my/support/tnc/general/account-management/payment>. If you sign up for Auto-Billing, you must also adhere to the terms found on the Digi website at <https://www.digi.com.my/support/tnc/general/account-management/auto-billing>. There is no Auto Billing rebate for Digi Fibre Broadband plans.
- 14.5. In the event your Internet Freedom Plan is suspended due to non-payment of the subscription fee, we will re-activate your Internet Freedom Plan within 24 hours after you have paid all the outstanding subscription fee. Such re-activation shall be performed during Digi's normal business hours.