

Digi Internet Freedom Terms of Use (Before 2 Oct 2020)

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 home fibre 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 home fibre plan from time to time as we deem fit, but such change does not affect the home fibre plan you subscribed to, unless you decide to change the home fibre 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 (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 home fibre is offering 3 plans: Digi Internet Freedom 130, Digi Internet Freedom 190, Digi Internet Freedom 290.

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

3. **More Postpaid Lines, More Savings**

- 3.1. To be eligible for the "More Postpaid Lines, More Savings" discounts ("the Discount"), you will need to:
- be a subscriber to Digi Internet Freedom 190 and Digi Internet Freedom 290 plan;
 - have a minimum one (1) non-contracted Digi Postpaid 80 and above plan;
 - agree to converge both your Digi Internet Freedom and Postpaid bills into one single account; and
 - meet all the requirements above at the point of Digi Internet Freedom registration.
 - For clarity, a non-contracted Digi Postpaid plan refers to a Digi Postpaid mobile plan without any subscription contract or bundled contract.
- 3.2. The Discounts will be granted based on the number of principal or supplementary non-contracted Digi Postpaid mobile lines in a single account. The applicable Discounts are as follows:

Number of Mobile Postpaid Lines	Discount on Tagged Principal Line
1	5%
2	10%
3 or more	20%

- 3.3. The Discount will be tagged and reflected on the non-contracted principal Digi Postpaid mobile line ("the Principal Line"). There can only be one (1) Discount in the account based on the number of postpaid mobile line(s) at any point in time.
- 3.4. The Discount will be applied upon the successful Digi Internet Freedom plan registration. Any additional postpaid mobile lines registered after the Digi Internet Freedom plan registration will not change the rate of Discount.

- 3.5. Pre-existing postpaid discounts will be removed once Digi Postpaid mobile customers successfully register for Digi Internet Freedom bundle offer.
- 3.6. You will no longer be eligible for the Discount in the event you cease to meet any of the eligibility criteria in Paragraph 3 (The Product) above. This includes:
- a change in the Principal Mobile Line from a non-contract plan to an active contract plan; or
 - termination of any principal or supplementary postpaid mobile lines.
 - In all cases of ineligibility, the Discount will automatically discontinue without any prior notice.
- 3.7. The Discount is granted to eligible customers at Digi's sole and absolute discretion. Digi retains the sole and absolute right to revise, amend or remove the Discount or any part thereof without any prior notice.

4. **Amazon Prime Video**

- 4.1. To be eligible and have continued usage of the 6 months Amazon Prime Video, courtesy of Digi ("the Subscription"), you will need to:
- be a subscriber of Digi Internet Freedom 130, Digi Internet Freedom 190, Digi Internet Freedom 290;
 - have a minimum one (1) Digi Postpaid 80 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 Amazon Prime Video 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 6 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>.

5. **Home Broadband Upgrade & Downgrade**

- 5.1. Upgrades are allowed from between Digi Internet Freedom 130, Digi Internet Freedom 190, 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 50Mbps, 100Mbps, 500Mbps and 1Gbps Digi home fibre plans are not allowed to upgrade to Digi Internet Freedom plans.
- 5.3. Any downgrades are prohibited during the term of the home fibre. Penalty will be incurred if there are any downgrades and you may lose any special offer that has been offered to you.

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.

- 8.4. Digi's Equipment: Digi's Equipment shall at all times be owned by Digi. You are responsible, at all times, for the safety of the Digi's Equipment in the Premises. In the event the Digi's Equipment is damaged at your possession, we will charge a repair / replacement cost of RM500 (BTU) or RM150 (CPE) and also site visit fee of RM100.

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 the Internet Service are accurate, true, current and complete and undertakes 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 will be treated as termination and penalty will be incurred if the relocation of the Internet Service is triggered during the home fibre plan contract period

- 10.8. In the event Internet Service installation is not successful, due to no fault of Digi, you can choose to maintain the postpaid line or opt to terminate however this are subject to existing Postpaid Terms and Conditions
- 10.9. 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 so doing. 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.
- 10.10. 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.
- 10.11. 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.

10.12. 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. Deposit: You may be required to pay us a deposit if the Internet Service is to be provisioned in a Designated Area. The amount of deposit to be paid is as prescribed at our website.
- 14.3. RM500 deposit will be charged in the first bill for non-Malaysians.

- 14.4. Recurring Charges: The Service has a fixed monthly recurring charge, the amount depends on the Internet Freedom Plan that you have selected.
- 14.5. 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 Home Broadband plans.
- 14.6. 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 fees. Such re-activation shall be performed during Digi's normal business hours.