## **Digi Postpaid Infinite**

The full terms and conditions of the use of the selected products and/or services are as set out at <a href="http://digi.my/tnc">http://digi.my/tnc</a> ("General Terms"), including the Data Protection Obligations as set out at <a href="http://digi.my/dataprotection">http://digi.my/dataprotection</a> together with Digi's Privacy Statement as set out at <a href="http://digi.my/privacystatement">http://digi.my/privacystatement</a>; 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 <a href="http://www.digi.com.my">http://www.digi.com.my</a>. All terms and reference used herein shall be the same as the General Terms unless otherwise defined..

- 1. Digi Postpaid Infinite consists of three plans which are Digi Postpaid 80 Infinite, Digi Postpaid 100 Infinite and Digi Postpaid 150 Infinite (collectively "Plans").
- 2. The plans are strictly for online subscription via Digi Online Store only.
- 3. Unless stated otherwise in the context, all terms and conditions are applicable to the Plans.

## 4. Unlimited Internet, Calls & Bundled SMS

- 4.1. Unlimited Internet usage, Unlimited Calls and bundled SMS ("Bundled Offers") apply only when used within Malaysia (to all domestic networks only).
- 4.2. 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.
- 4.3. 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.
- 4.4. For Unlimited Internet, any Internet usage out of Malaysia will be charged accordingly by the respective Digi roaming operators. For subscriptions on Digi Postpaid 150 Infinite, Roam Like Home Monthly offer is included for usages up to 5GB in selected countries and selected mobile operators only. Roam Like Home Monthly Terms & Conditions apply which can be found here

- 4.5. Other usage limitations on Unlimited Internet is as follows:-
  - Peer to peer downloads is capped at 64kbps.
  - Digi Postpaid 80 Infinite does not include tethering service. If the customer needs to share Mobile Internet through tethering, the customer needs to purchase Digi's Hotspot Pass and a maximum of five (5) devices can be tethered simultaneously.
  - As a special launch campaign for the first ten thousand (10,000) subscriptions of Digi Postpaid 80 Infinite, Digi's Hotspot Pass will be included at no additional charge for tethering usages up to first 5GB only. Subsequent tethering services will require subscription of Digi's Hotspot Pass at a monthly charge. Digi reserves the right to extend this launch campaign at any material time without any notice.
  - Digi Postpaid 100 Infinite is bundled with hotspot quota of 20GB whereby customers can share Mobile Internet through tethering. The quota is applicable for the first 20GB hotspot usage only. Any subsequent tethering services will require subscription of Digi's Hotspot Pass at a 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.
- 4.6. Speed Each Plan has its respective browsing speed. Digi Postpaid 80 Infinite is set at up to 5Mbps, Digi Postpaid 100 Infinite is set at 10Mbps while there is no speed restriction on Digi Postpaid 150 Infinite. The service may have some limitations in certain locations or certain periods of time. The speed of 3G/4G technology usage depends on 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.

- 4.7. 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).
- 4.8. Unlimited Calls are strictly for standard person-to-person calls; and not meant for any commercial/non-personal usages.
- 4.9. Unlimited Calls can only be utilised 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.
- 4.10. 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.
- 4.11. 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.
- 4.12. Daily Unlimited Internet Roaming (at RM36/country/day) can be used in selected countries; Unlimited Social Messaging (Roam10 at RM10/24hours) (please refer here for terms and conditions) and Roam Like Home Monthly can be used in selected countries and available with selected mobile operators only (please refer here for terms and conditions)
- 4.13. The payment mode for the subscription of this Plan must be done by way of auto billing.
- 4.14. 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.
- 4.15. 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)

- 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).
- Notwithstanding the aforementioned, all Terms and Conditions shall be equally applicable to any and all Supplementary lines subscribed under the Principal.
- 4.16. The Plans are not allowed to be bundled with devices and are purely for plan only subscription.
- 4.17. 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.
- 4.18. 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.
- 4.19. 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 with the network in any way whatsoever.
- 4.20. 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, and agree to abide by them.

4.21. 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.