Digi Internet Cili Padi Passes

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. **Product Description**

- 1.1. Digi Internet Cili Padi Passes refer to one-time Internet passes, which are non-renewable (collectively "Products").
- 1.2. The Products are available to all Digi Prepaid Customers and can be purchased through MyDigi and UMB channel (ie: by dialling *116# or *128#), however Internet Cili Padi XL and App Pass(es) are available to the Customers of Digi Prepaid LiVE, Digi Prepaid BEST, Digi Smart Prepaid, Digi New Best v1 and Digi New Best v2 rate plans only.

2. Specific Terms of Use

- 2.1. In general, there are 4 types of Internet Cili Padi Passes:
 - Internet Cili Padi XL Pass(es)
 - Internet Cili Padi Time Pass(es)
 - Internet Cili Padi App Pass(es)
 - Internet Cili Padi Bonus Pass(es)
- 2.2. The list of passes can be found on internet cili padi
- 2.3. All offerings apply only within specific times (where applicable) or for

- selected third party service providers (where applicable) and when used within Malaysia.
- 2.4. The Internet speed of Product with naming indication of 'Lite' is up to 512kbps.
- 2.5. With regard to the list of third party service provider(s) for the respective pass (where applicable), the Customer may refer below:
 - For Video Freedom, please refer: video freedom
 - For Social services, only Facebook, Instagram and Twitter are available
- 2.6. The Customer acknowledges and agrees that the Product does not include any subscription fee (if any) to any third party service provider and such subscription fee shall be borne by the Customer.
- 2.7. The validity period of each Product is found as per the link above and shall commence upon successful transaction.
- 2.8. In the event of Product expiry or quota exhaustion, the Customers' shall immediately revert back to 64kbps Free Basic Internet or Pay-As-You-Use (PAYU) Internet, according to the Customer's prepaid plan, if there is no other Mobile Internet product purchased or subscribed to by the Customer.
- 2.9. The fee of the respective Product shall be deducted from the Customer's credit balance. However, Digi reserves the absolute right and discretion to revise the pricing of the Products for any reason whatsoever without the prior consent of the Customers. For the avoidance of doubt, the Customer is not entitled to use the amount available in their FREE Talktime to off-set the fee of any Products.
- 2.10. The Products and their offerings cannot be transferred to any other mobile number.
- 2.11. Digi shall not be responsible in any way in the event that the Customer's subscription is activated by a 3rd party without their consent. Digi shall not refund nor compensate the Customer in any manner whatsoever in such situations.

- 2.12. The Products and offerings are provided on an "as is" basis and Digi does not guarantee or warrant that there shall be no problem, defect or error in the Internet access or usage provided by this subscription. 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. The Products are optimised for Internet browsing on mobile phone and is not intended for peer-to-peer or file sharing applications. Digi reserves its absolute right and discretion to apply the Fair Usage Policy to the Products.
- 2.13. 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.
- 2.14. By subscribing to the following Internet Cili Padi XL Passes, you will enjoy selected unlimited data usages with internet speed as follow:

Internet Cili Padi XL Passes	Internet Speed
RM15 2GB + Unlimited Social (30 days)	2GB High Speed Internet Unlimited Social
RM28 4GB + Unlimited YouTube [*] and Social (30days)	4GB High Speed Internet Unlimited YouTube* & Social
RM35 6GB + Unlimited YouTube and Social (30days)	6GB High Speed Internet Unlimited YouTube & Social

^{*} Excluding YouTube Music, YouTube Kids & YouTube Premium

Note: Internet Speed of Unlimited Quota is subject to <u>Digi's Fair Usage</u> Policy.

3. Other Applicable Terms

- 3.1. By using and/or subscribing to the Products, the Customer acknowledges that they understand the Terms and agree to abide by them.
- 3.2. Digi shall not be liable in any manner whatsoever to the Customers for any claims, proceedings, loss, damage, costs or expenses of any kind

- whatsoever suffered or incurred as a direct or indirect result of the utilisation of the Products.
- 3.3. Digi reserves the right to add, modify, upgrade, amend, change, remove, suspend or cancel any of the terms or features or offering relating to the Products from time to time without any prior notice and consent of the Customers. The continued use of the Products following any changes to the Terms of Use constitutes an acceptance to those changes (if any). The Customers are advised to visit this page periodically to review the Terms of Use.
- 3.4. For the avoidance of doubt, such addition, modification, upgrading, amendment, changes, removal, suspension or cancellation 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 Customers as a direct or indirect result of the act of addition, modification, upgrading, amendment, changes, removal, suspension or cancellation.
- 3.5. In the event there is a conflict or inconsistency between this Product Terms of Use and the General Terms and Conditions, the Product Terms of Use shall take precedence.