

# Online Purchase

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 references used herein shall be the same as the General Terms unless otherwise defined.

## Digi Store Online

By using any of the websites (each a "Site") operated by or for and on behalf of Digi Telecommunications Sdn. Bhd., you agree to be bound by the following Terms of Use including but not limited to Digi's Privacy Statement and Data Protection Obligations found on Digi's website at [www.digi.com.my](http://www.digi.com.my) (collectively, the "Terms"). We may modify these Terms at any time at our sole discretion, and such modifications shall be effective immediately upon posting of the modified Terms. You agree to review the Terms periodically to be aware of such modifications and your continued access to or use of the Site shall be deemed your conclusive acceptance of the modified Terms. The term "Digi" (or "we", "our" and "us") includes all members, subsidiaries and affiliates of Digi Telecommunications Sdn. Bhd., their respective subsidiaries and affiliates, as well as their successors and assigns.

### 1. Definition and Interpretation

**Billing and Payment Terms** means the terms and conditions by or subject to which the Fees and Charges become due and payable, as determined by Digi from time to time

**Fees and Charges** means fees, charges and/or rental in connection with provision of any Product

**Law** means the laws of any country, including any Act and all rules and regulations made thereunder and the rules, regulations, codes of practice, guidelines and directions made under or pursuant to any law in force

**Personal Data** means any information (including sensitive personal data) which relates directly or indirectly to you, which can be identified or identifiable from that information or other information obtained by Digi via your access to or use of this Site

**Product** means any product or service offered or provided by any Digi from time to time

**Taxes** means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any Law of any jurisdiction with respect to the provision of any Products or on any Fees and Charges or payment due or payable to Digi from you

The usage of specific Product offered on the Site shall be governed by the terms and conditions of such product and services.

## 2. Privacy

2.1. When you access the Site, we may collect the following information:

- 2.1.1. Anonymous web statistics collected as you browse the Site.
- 2.1.2. Personal Data you knowingly provide us. Some portions of the Site may require that you provide your Personal Data.

2.2. You consent to:

- 2.2.1. Your Personal Data including sensitive personal data being collected and processed as and when required for purposes mentioned in our Privacy Statement and Data Protection Obligations. Any processing of Personal Data will be in accordance with the Privacy Statement, Data Protection Obligations, Personal Data Protection Act 2010 and all relevant regulations, standards and guidelines as may be prescribed from time to time.

- 2.2.2. Your Personal Data being disclosed to third parties identified by Digi to be relevant for the purposes of this purchase. Please note that our Data Protection Obligations (<https://www.digi.com.my/support/tnc/general/general-terms/data-protection-obligations>) and Privacy Statement (<https://www.digi.com.my/support/tnc>) are available on our website. We may update our Privacy Statement and Data Protection Obligations from time to time, in which case we will post a prominent announcement on our website home page for 30 days. By continuing to use our services after that period, you confirm your continuing acceptance of our Privacy Statement.
- 2.3. Further, any information disclosed in the public areas of the Site (such as message boards and forums) becomes public information. You should exercise caution when disclosing any of your Personal Data in this way.

### **3. Fees and Charges, Billing and Payment Terms, Interest and Taxes**

- 3.1. You shall be charged Fees and Charges in respect of the Products that you have subscribed subject to the Billing and Payment Terms.
- 3.2. Activation for postpaid and broadband products are immediate and upon payment being successful.
- 3.3. You shall promptly pay Digi all the Fees and Charges and any other sums due or payable to Digi with respect to any of the Products in accordance with the Billing and Payment Terms and without any set off, counterclaim, deduction or withholding whatsoever.
- 3.4. Digi may determine and impose and may, by providing 7 days' notice to you, vary or revise Fees and Charges, payment terms and any prescribed rate from time to time and such variation or revision shall take effect as from the date determined by Digi.
- 3.5. You shall bear and pay all Taxes. If you are required under any Law of any jurisdiction to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to Digi, you shall make such deduction or withholding as required and the amount payable to Digi shall be increased by

any such amount necessary to ensure that Digi receives a net amount equal to the amount which Digi would have received in the absence of any such deduction or withholding.

- 3.6. You agree that, if you make the necessary payment using a third party account (direct debit) or using a credit card that is not registered in your name, the payment made shall be valid. You agree that Digi shall in no way be responsible to indemnify any party for such disputed, non-consensual or unauthorized use of another's account or credit card. You agree to settle such disputes with such third parties without Digi's involvement in any way whatsoever.
- 3.7. Digi shall have the right to reject any transactions and/or forfeit any refund at its discretion if there are any suspicious or fraudulent attempts made by any party.

#### **4. Digi Prepaid Reload**

- 4.1. The validity of the talk time credit for Digi Prepaid Reload is the period of time between the date of reloading and the stipulated validity period as may be decided by Digi from time to time where you are granted access to the Services. For more information on the validity period, kindly refer to the following link (<https://www.digi.com.my/shop/prepaid-plans/top-up/mobile>).
- 4.2. The Digi Prepaid Reload is not refundable and any value that has been reloaded is not transferable. Digi will not be liable for any loss or damage due to reloading errors caused by the user while performing the Digi Store Online Prepaid Reload transaction. Therefore, it is advisable to confirm the prepaid number and reload denominations according to the confirmation notifications while performing the Digi Store Online Prepaid Reload transaction.
- 4.3. Digi reserves the right to forfeit any remaining talktime credit after the expiry of the relevant validity periods stipulated above.

#### **5. Delivery of Product**

- 5.1. Digi will not entertain any change to the delivery address or items in the order once the order is made. For example, Digi will not entertain any requests of device colour change or change of Plan once the order is made.
- 5.2. For delivery purposes, it is of utmost importance that you provide accurate Personal Data.
- 5.3. The Product ordered by you shall be delivered to the address notified by you (by any means deemed appropriate by Digi) and MUST be personally received by you subject to the following conditions:
- 5.3.1. The Product shall be delivered only WITHIN Malaysia.
- 5.3.2. Delivery is on a best-effort basis and may be deferred, assigned or re-assigned at Digi's discretion without prior notice. Delivery time and day are only estimations.
- 5.3.3. You must be PRESENT personally/physically to receive the Product. Third party collection is NOT allowed. Product not delivered after two (2) failed delivery attempts will be returned to the courier agency headquarters. You must arrange for self-collection at the courier agency at the designated venue notified after the two (2) failed delivery attempts within 6 working days from the date of the last failed delivery attempt.
- 5.3.4. These terms are also applicable to freebies (e.g. vouchers, premiums etc.) that you may be entitled to from time to time. Freebies unclaimed after the above stipulated period will be forfeited by Digi.
- 5.4. A fee may be imposed on you if additional delivery is required whether or not requested by you or for any reasons, delivery is made after the second unsuccessful delivery attempt by Digi.
- 5.5. The table below indicates the treatment for all Postpaid Products:

| Transaction Type | Treatment |
|------------------|-----------|
|                  |           |

|   |  |
|---|--|
| <p>New customer conducting any of the following transactions:</p> <ul style="list-style-type: none"> <li>• New line</li> <li>• Mobile number portability (MNP)(i.e. porting from another mobile network operator to Digi using an existing number)</li> </ul> | <p>All Postpaid Products that are not delivered, or remain uncollected and unclaimed by you after 60 days from the day of the first delivery attempt by us and/or our courier agent, will be deemed terminated by you.</p> |
| <p>Existing Digi customer conducting a change of plan</p>   | <p>The new Postpaid service plan will take effect even if the physical Postpaid Products are not delivered, remain uncollected and unclaimed by you after the delivery attempt by us and/or our courier agent.</p>         |

- 5.6. There shall be no refund for the Product once payment is successful, even in the event the Product is not delivered to you, including situations where you cannot be located or if you are not contactable (by means as provided herein) or in the event that the information disclosed by you is inaccurate. You agree that Digi shall not in any way be responsible or accountable in these circumstances.
- 5.7. Upon delivery of the Product to you and in the presence of Digi's delivery agent, you are required to produce your NRIC, passport or any other identification document for verification of identity and inspect the Product to verify that the Product is complete with the necessary accessories, does not have any cosmetic defects and is capable of its basic functionality, failing which, you must reject the Product immediately. Once accepted, Digi shall not in any way be accountable or responsible for any defects.

- 5.8. Digi shall have the discretion and right to make the relevant checks or calls to any party at any time for verification purposes. In the event Digi is unable to perform the verification (without fault on Digi or its delivery agent's side) or the verification is unsuccessful in establishing the relevant party's identity, Digi reserves the right to withhold the delivery of the Product.
- 5.9. We may ask for additional Personal Data, if necessary, for the purposes of verification of your identity or fraud prevention.
- 5.10. The Product is covered under and subject to the terms of warranty from the relevant manufacturers or licensors except for defects caused by your act, omission or negligence. If there are any defects found after delivery, please contact and/or return the Product to the relevant manufacturer's service centers for warranty claims.
- 5.11. Estimated Delivery Time
- 5.11.1. Digi will endeavour to adhere to the following in respect of the delivery of your purchased Product:

|                           |                        |
|---------------------------|------------------------|
| Peninsular Malaysia       | Minimum 3 working days |
| Sabah, Sarawak and Labuan | Minimum 4 working days |

- 5.11.2. Any Product successfully purchased via our Digi Store Online will be delivered according to the table illustrated above.
- 5.11.3. In rare instances, delivery may be delayed in the event of service interruptions or failures beyond Digi's control. In such circumstances, you agree that Digi will not be responsible and/or liable for any of your losses and/or damages, if any, as a result of such delay.

- 5.11.4. Digi reserves the right to change or discontinue any delivery option at its sole and absolute discretion.

## **6. Order Cancellation and Refund Policy**

- 6.1. Any Products purchased via Digi Store Online cannot be cancelled and are non-refundable. You shall be charged accordingly for the Products purchased once payment for the Product is successful. Digi will not entertain any cancellation requests for the Products purchased.
- 6.2. Notwithstanding the above, a request for refund shall only be initiated and entertained by Digi in the following limited circumstances:
- 6.2.1. In mobile number portability (MNP) cases, if a customer is unable to successfully port-in to Digi;
- 6.2.2. In any other cases, if it is due to the fault of Digi.
- 6.3. Requests for refunds are to be submitted via the self-served channel, MyDigi (web version). It is accessible through the Digi website by logging in to your MyDigi account. Any request for refunds should be made as soon as possible but no later than 7 days from the purchase date of the Product.
- 6.4. You will be contacted by Digi to advise you on the Refund Policy, and whether or not you are granted the Order Cancellation.
- 6.5. Any refunds pursuant to the Order Cancellation and Refund Policy will be made:
- 6.5.1. in the same method of payment and to the same account which was utilised previously for your initial purchase of the Product via Digi Store Online.
- 6.5.2. as soon as possible between 4 to 6 weeks after the notification from us of the grant of the Order Cancellation and Refund Policy.
- 6.6. We have the right:
- 6.6.1. to charge you an administration fee to cover any cost we incur in the processing in connection with and/or the granting of the Order Cancellation and Refund Policy.



- 6.6.2. to set off any sum due to us from you against the refund (if any).
- 6.6.3. to vary, delete or add the mechanics and any of the terms pertaining to the Order Cancellation and Refund Policy from time to time without prior notice at our sole and absolute discretion. For the avoidance of doubt, any such variation, cancellation, termination or suspension by us shall not entitle you to any claim or compensation against us for any and all loss or damage suffered or incurred by you as a direct or indirect result of such act of cancellation, termination or suspension.
- 6.7. By you triggering the process in respect of the Order Cancellation and Refund Policy, you agree and accept that we will not be held liable nor will we be required to indemnify you for any expenses, loss or damage suffered or incurred by you as a direct or indirect result of the Order Cancellation and Refund Policy.

## **7. Content and Related User Conduct**

- 7.1. You understand that you are responsible for any content that you post or transmit on or through the Site.
- 7.2. You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to Digi or any of its customers or users of the Site by any means.
- 7.3. You agree to use the Site in a manner consistent with all applicable laws and regulations.
- 7.4. Specifically, you will not use the Site to post, transmit, distribute, link to, or solicit content that:
  - 7.4.1. contains any advertising and promotional message;
  - 7.4.2. violates or infringes any laws, regulatory requirements or codes;
  - 7.4.3. infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
  - 7.4.4. contains any obscene, offensive, defamatory or otherwise actionable material;

- 7.4.5. undermines the security or integrity of the Site, including without limitation by importing any viruses, Trojan horses, time bombs or other disabling devices/items intended to detrimentally interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;
- 7.4.6. contains any errors, whether technical or otherwise; or
- 7.4.7. contains any material in any form that would otherwise render Digi liable or expose Digi to any proceedings whatsoever.
- 7.5. You may not use any robot, spider, or other automatic or manual device/item or process to monitor or copy our web pages or any portion of the content contained herein without Digi's express written permission.
- 7.6. You may not use any device/item, software or routine to interfere or attempt to interfere with the proper working of the Site, or to impose an unreasonable or disproportionately large load on the servers serving the Site.
- 7.7. Digi shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available via the Site. Without limiting the foregoing, Digi shall have the right to remove any content that violates these Terms or is otherwise objectionable.

## **8. Content Posted or Submitted to Digi**

- 8.1. You agree to grant to Digi a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to public areas of the Site by all means and in any media now known or hereafter developed. You also grant to Digi the right (though you acknowledge and agree that Digi shall not be so obliged) to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Digi for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

- 8.2. Except for any Personal Data which we have agreed to keep confidential, any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that you send to us via the Site, via email or otherwise, will be treated as being non-confidential and non-proprietary. We assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that you send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

## **9. Postings by Third Parties and Hyperlinks to Third Party Websites**

- 9.1. This Site may contain hyperlinks to other websites which are neither maintained nor controlled by Digi, or may contain content posted on or via the Site by third parties. Therefore, Digi shall not be responsible for any errors or omissions in any content in the Site, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by these other websites, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Site, or arising from access to those websites. Use of the Site and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.
- 9.2. You acknowledge that Digi has no control over and excludes all liability for any material on the Internet which can be accessed using the Site. Neither can we be deemed to have endorsed the content.

## **10. Hyperlinks from Third Party Websites**

- 10.1. You agree that caching, hyperlinking to, and framing of the Site or any of the contents are strictly prohibited.
- 10.2. Digi reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information

that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

### 10.3. Indemnity

10.3.1. You agree to indemnify, defend and hold harmless Digi, its directors, officers, employees, suppliers, licensors, agents, and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Site, your access or connection to the Site, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with Digi or your use of the Site. Digi reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with Digi in asserting any available defenses.

10.4. Digi shall not be liable in any way to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, damage or liability incurred or sustained by you caused by or as a result of:

10.4.1. any failure, delay, interruption to or disruption of the Site in the transmission or reception of any data through the Site, howsoever caused or arising

10.4.2. any loss, corruption or deletion of any data or information transmitted to or stored in any system or equipment, howsoever caused or arising

10.4.3. any event the occurrence of which Digi is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any Law, acts of war or terrorism (whether real or perceived), inclement or extreme weather conditions and acts of God

10.4.4. the disclosure and/or publication by Digi of any information or data relating to you, howsoever caused or arising

- 10.4.5. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data relating to you through the use of the Site
- 10.4.6. any error, omission or inaccuracy in any information provided by Digi whether to you or any person and whether in any publication or as part of or in connection with the Site or otherwise

## **11. Disclaimer of Warranties**

You expressly understand and agree that:

- 11.1. You assume total responsibility and risk for your use of the Site and the Internet. Digi does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site, any merchandise, information or service provided through the Site or on the Internet generally, and Digi shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. The Site and any software made available on the Site are provided on an "as is, as available" basis.
- 11.2. Digi makes no warranty that (i) the Site will meet your requirements or will always be accessible, (ii) the Site will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code, (iii) the results that may be obtained from the use of the Site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations, and (v) any errors in the Site will be corrected.
- 11.3. Any content downloaded, uploaded or otherwise obtained through the use of the Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the Internet generally.

## **12. Limitation of Liability**

### **12.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- 12.1.1. DIGI PROVIDES THE USAGE OF THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS
- 12.1.2. DIGI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE INFORMATION COLLECTED FOR OR PROVIDED TO YOU UNDER THIS AGREEMENT, THE CONTENT OR THE SITE.
- 12.1.3. DIGI DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE SITE OR OTHER CONTENTS ACCESSIBLE FROM THE SITE.
- 12.1.4. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DIGI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO THE USE OF THE SITE.
- 12.1.5. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DIGI SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USAGE OF THE SITE.
- 12.1.6. IN NO EVENT SHALL DIGI BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR ANY LOSSES OR DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS, GOODWILL, BARGAIN OR OPPORTUNITY OR LOSS OF ANTICIPATED SAVINGS, OR BUSINESS INTERRUPTION, OR ANY OTHER LOSS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION), ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, DELAYS, INACCURACIES OR ERRORS IN THE INFORMATION OR IN THE TRANSMISSION OF THE SITE, OR ANY INFORMATION OR TRANSACTIONS PROVIDED ON OR OVER THE SITE OR DOWNLOADED OR HYPERLINKED FROM THE SITE, OR PERFORMANCE OF THE CONTENTS ON THIS SITE, EVEN IF DIGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12.2. If you are dissatisfied with any portion of the Site, or with any of the Terms, your sole and exclusive remedy is to discontinue using the Site.
- 12.3. Where you purchase any Products from the Site, Digi shall transfer to you such manufacturer's warranties as may be capable of transfer to you. You agree that this shall constitute your sole and exclusive remedy and Digi's sole and exclusive liability in respect of any defects, faults or failure in or of such equipment. All implied or statutory warranties and all other warranties implied by law as to merchantability, quality or fitness for a particular purpose, or otherwise arising from the course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, Digi does not warrant that any such equipment is fault-tolerant or is designed, manufactured or intended for use for any purposes for which the failure of the Product could lead to death or personal injury.

### **13. Intellectual Property Rights**

- 13.1. The content (including, but not limited to, information, communications, software, images and sounds contained on or available through the Site) is provided by Digi, its content providers and third party licensors. The intellectual property rights to or over the contents contained in each Site belong to Digi, its content providers and/or third party licensors. All rights are reserved. The contents of the Site cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of Digi. You agree that the material and content contained within or provided by the Site is for your own personal use only and may not be distributed commercially.
- 13.2. Your access to or use of the Site should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on the Site without Digi's prior written consent. You may not, without Digi's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to the Site or any other website.

- 13.3. All software used on this Site is the property of Digi or its software licensors and is protected by the relevant copyright laws. You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate the Site or create derivative works based on the Site. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices/items of the Site's underlying technology. You agree not to circumvent any technology used by Digi or its licensors to protect the content accessible via the Service.
- 13.4. Digi retains all rights, title and interest to its intellectual property rights including registered and common law trademarks, trade names, service marks, logos and domain names ("**Marks**"). Without prior permission from Digi, you agree not to display or use the Marks in any manner.

#### **14. Availability**

- 14.1. Digi may change, suspend, or terminate all or any part of usage of the Site, the access or availability of the Product website/link, at any time, with or without reason. You acknowledge that the operation of our Site may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and Digi shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Site or the specific Product website/link.
- 14.2. Cause for such termination shall include, but not be limited to:
- 14.2.1. requests by law enforcement or other government agencies
  - 14.2.2. discontinuance to the Site (or any part thereof)
  - 14.2.3. unexpected technical or security issues or interruption, disruption or congestion problems
  - 14.2.4. you have engaged in fraudulent or illegal activities
  - 14.2.5. your access or use in connection with or for the purposes of any activities which would or may cause any irritation, annoyance,



embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of Digi or any person

- 14.2.6. you breach any of these Terms
- 14.2.7. you have perpetrated a fraud on the Site or has conducted yourself in a manner which may result in perpetrating (or which, in the opinion of Digi, constitutes and attempt to perpetrate) a fraud on Digi or the Site
- 14.3. Digi shall not be liable to you or any third-party for any termination made in Digi's sole discretion.

## **15. General**

- 15.1. Your access to or use of the Site, as well as these Terms shall be governed by, and construed in accordance with Malaysia laws and you agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 15.2. Digi's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
- 15.3. If any part of these Terms is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- 15.4. Any part of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of the these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 15.5. All Products offered on the Digi Store Online shall be subject to the General Terms  
[https://new.digi.com.my/cs/Satellite/Page/tnc/default/tnc\\_general\\_all](https://new.digi.com.my/cs/Satellite/Page/tnc/default/tnc_general_all) and if applicable, their respective terms and conditions as further stipulated elsewhere within Digi's website ([www.digi.com.my](http://www.digi.com.my)).

- 15.6. In particular, for any package bundled with a device, please note that Digi has the right to block the Device/IMEI number of such device in accordance with the provisions as set out in the General Terms.
- 15.7. Digi reserves the right at its absolute discretion to vary, delete or add any of these Terms from time to time without prior notice.

### **Terms & Conditions applicable to Third Party Products & Services**

All third party products and services (**Services**) are deemed provided to you solely and independently by manufacturer or vendor (Vendor) and all queries, technical support requests, complaints and/or other issues arising out of or in relation to the **Services** shall be forwarded to the Vendor or its Call Centre. Digi does not, in any manner, whether expressed or implied, endorses the **Services** and/or Vendor. The **Services** are provided on an "AS IS" basis. Digi, and their respective related and/or affiliated companies, disclaim and exclude all warranties (relating to the content, information, services relating to or in connection with the **Services** and/or as provided by the Vendor including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy) and all liability to the Customer or anyone else (for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, data, revenue or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with Customer's application, the **Services** and/or the Vendor). These Terms and Conditions shall also be subject to [Digi's Privacy Statement](#) and [Digi's General Terms & Conditions](#) including where payment are collected for the Vendor and/or the **Services**.

### **MobiSure Terms & Conditions**

All MobiSure products and services (**MobiSure Service**) are deemed provided to you solely and independently by TPT Agency Sdn Bhd and all queries, technical support requests, complaints and/or other issues arising out of or in relation to **MobiSure Service** shall be forwarded to TPT Agency Sdn Bhd and/or MobiSure Call Centre at 1800882878 (MobiSure Plus & MobiSure Lifestyle) and 1800181280 (MobiSure Extended Warranty). Digi does not, in any manner, whether expressed or implied, endorses the **MobiSure Service** and/or TPT Agency Sdn Bhd. **MobiSure Service** is provided on an "AS IS" basis. Digi, and their respective related and/or affiliated companies, disclaim and exclude all warranties (relating to the content, information, services relating to or in connection with the **MobiSure Service** and/or as provided by TPT Agency Sdn Bhd including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy) and all liability to the Customer or anyone else (for any

loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, data, revenue or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with Customer's application and/or account with **MobiSure Service** and/or TPT Agency Sdn Bhd). These MobiSure Terms and Conditions shall also be subject to [Digi's Privacy Statement](#) and [Digi's General Terms & Conditions](#) including where payment are collected for TPT Agency Sdn Bhd and/or **MobiSure Service**.

The headings or titles to the Clauses in the Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

Only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the specific terms for the Products shall prevail over these Terms.

**BY USING THIS SITE YOU AGREE THAT YOU HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**

## Digi Online EzyPay

1. Maybankard Visa & MasterCard credit cardmembers (except Corporate cardmembers, Debit, Visa Debit) are entitled to participate in Maybankard EzyPay.
2. You can choose up to 24 months instalment plan (depending on the agreement of the individual participating outlet with Maybank). However, this is subject to your available credit limit at the point of application.
3. Upon approval of the application, the full instalment plan amount will be blocked at the point of application of EzyPay. The Bank will debit Cardmember's Card Account with the instalment payable on a monthly basis, for duration as stipulated as above. Cardmember's available credit limit will be provisionally reduced by earmarking an amount, equivalent to the Purchase Amount which will not be available to Cardmember, but will be progressively restored on a monthly basis as repayment of each instalment amount is made.
4. In the event that you opt to pay the minimum payment of five percent (5%) instead of the monthly instalment amount, you will be liable for interest charges on any of the outstanding amount.
5. The products and/or services offered herein are supplied by the respective Merchant. The Bank is only providing means of payment for these goods and/or services via the usage of Card.
6. Fulfillment services will be arranged between the Cardmember and the merchant and the Bank will not be responsible for any loss or damage arising from late or non-delivery.
7. Any return of goods and/or cancellation of services by Cardmember to the Merchant shall be subjected to the terms for return of goods.
8. The Bank will not be liable for any inadequate, defective or damaged goods or be responsible for any dispute between the Cardmember and the Merchant and the Bank is authorized to continue to debit the instalment to the Cardmember's account regardless of any such dispute.
9. The Bank reserves the right to terminate the Cardmember's EzyPay facility without prior notice to the Cardmember and without assigning any reason thereof.

10. The Bank at its sole discretion will demand Cardmember to settle the full outstanding amount due; under EzyPay facility if Cardmember defaults in payment of any amount due; breaches any terms and conditions herein/Cardmember Agreement, is deceased/bankrupt; or Card Account is terminated by the Bank for any reason whatsoever.
11. No delivery will be made to P.O.Box addresses as well as addresses outside Malaysia.
12. Cardmember's signature on the Direct Debit Authorisation ("DDA") serves as acceptance by the Cardmember of the Merchant's terms and conditions of sale, the conditions herein, and the bank's Visa/MasterCard Agreement. The Bank reserves the right to reject applications without giving reasons thereof.
13. These Conditions are in addition to the Bank's Visa/MasterCard Agreement, which regulates the provision of credit card facility by the Bank to the Cardmember. In the event of inconsistency between these Conditions and said Agreement, these Terms and Conditions shall prevail in so far as they apply to the EzyPay.