

# Contract Add-Ons

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. General

- 1.1. Digi provides Add-on deals to Customers who opt to add on a 12-month or 24-month contract ("Contract") to his/her Principal or Supplementary Line(s) subscribed under a Digi Postpaid plan ("Plan"), subject to eligibility and availability herein provided Contract Offerings.
- 1.2. Types of Contract Offerings:
  - 1.2.1. PhoneFreedom 365 (PF365)
  - 1.2.2. Pakej PowerJimat
  - 1.2.3. Normal Contract
  - 1.2.4. Internet Top-Up
  - 1.2.5. Digital Service Rebate
  - 1.2.6. Roam Like Home
  - 1.2.7. Digi Mobile Broadband

More details on each Contract Offering are set out further below.

- 1.3. All benefits derived from the Contract Offering must be utilised within the same bill cycle unless stated otherwise. For the avoidance of doubt, any benefit derived from the Contract Offering will not roll over to the next bill cycle unless otherwise stated in these Terms and Conditions. .
- 1.4. Except expressly provided under these Terms and Conditions, the benefits derived from the Contract Offering are not eligible for transfer or sharing between Principal to Supplementary, Principal to Principal or Supplementary to Supplementary Lines.
- 1.5. Digi may assign or transfer any of its rights, title and interest to receive payments from the Customer under these Terms and Conditions without any prior consent of the Customer. An email notification will be sent to the Customer should there be any assignment or transfer of the payment receivables or any part thereof to a third party.
- 1.6. The terms and conditions here ("Terms and Conditions") shall be read together with:
  - 1.6.1. the Digi Postpaid terms and conditions, in particular the section on Add-Ons (Contract); and
  - 1.6.2. the 'All General Terms and Conditions', including but not limited to Privacy Notice, Fair Usage Policy and account management, all of which the Customer hereby agrees to be bound by. The terms and words used in the Terms and Conditions here shall bear the same definition and meaning as stated in the 'All General Terms and Conditions'.
- 1.7. Digi reserves the right to vary, delete or add to any of these Terms and Conditions, alter, cancel, terminate or suspend the Contract Offering and/or any part thereof without any prior notice and without any liability at any time upon its sole and absolute discretion without having to assign any reasons whatsoever. Digi makes no representation or warranty over the quality, condition, usability or efficacy of the Contract Offerings.

## 2. Tenure

2.1. Depending on the Contract Offering selected, Customer agrees and shall commit to a 12-month or 24-month contract ("Term") commencing from the registration date of the Contract.

2.2. At the expiration of the Term, the Customer may opt to:

2.2.1. Renew the Contract for a further Term on the same or updated terms and conditions as Digi may prescribe;

2.2.2. Select a new Contract Offering, subject to eligibility and availability of the material time; or

2.2.3. Not renew the Contract and continue using the regular Services under Digi Postpaid.

Digi shall be entitled to renew the Contract as is should the Customer omit to exercise his/her option by the expiration of the Term.

2.3. All successful registration of a Contract Offering cannot be cancelled and Digi shall not be liable for a refund under any circumstances whatsoever.

2.4. During the Term, the Customer may opt to change from one Contract Offering to another ("Change(s)") subject to the following terms:

2.4.1. Changes are permitted only from the Data Offering to the Services Offering, and vice versa;

2.4.2. No Changes are applicable for Device Offerings;

2.4.3. Changes are only permitted after Customers have enjoyed a Contract Offering for a period of at least three (3) months;

2.4.4. Notwithstanding a Change, the Term shall remain unchanged;

- 2.4.5. Upon a Change taking effect, all existing benefits derived from the previous Contract Offering shall be forfeited;
- 2.4.6. Digi reserves the right to charge an administrative fee for each Change performed.
- 2.5. During the Term, the Customer may opt to upgrade his/her Plan to a higher value plan ("Change of Plan"). The terms of the Contract will remain unchanged after the Change of Plan. For the avoidance of doubt, the Customer is not allowed to downgrade the existing Plan to a lower value plan.

### 3. Eligibility

- 3.1. The Contract Offerings are eligible to new and existing Digi Postpaid Customers. For existing Digi Postpaid Customers, Customers are required to undertake a change of plan to be eligible for the Contract Offerings.
- 3.2. A Customer can register up to a maximum of one (1) Contract for each Principal and Supplementary Line.
- 3.3. The eligibility for a specific Contract Offering is dependent on the Plan subscribed by the Customer, as illustrated in the table below. For the avoidance of doubt, eligibility shall always be assessed in the name of the Customer registered under the Principal Line.

	Principal Lines					Supplementary Lines		
Contract Offering	Digi Postp aid 40	Digi Postp aid 60	Digi Postp aid 90	Digi Postp aid 120	Digi Postp aid 150	Digi Postp aid 40	Digi Postp aid 60	Digi Postp aid 90

Pakej PowerJim at	X		X	X	X	X	X	X
PhoneFreedom 365	X					X	X	
Normal Contract	X	X				X	X	X
Internet								
Digital Service Rebate	X					X	X	X
Roam Like Home	X					X		
Digi Mobile Broadband	X	X				X	X	X
Microsoft Office 365								

3.4. Digi shall have the sole and absolute discretion to accept and/or reject a Customer's application to this subscription service.

#### 4. Fees and Charges

- 4.1. The Customer shall, upon the submission of his/her application for registration of the Contract, pay Digi the Advance Payment and/or Deposit and such other fees, charges and taxes as required by Digi.
- 4.2. For the duration of the Term, the Customer is responsible for all the monthly fee and charges related and applicable to the specific Contract Offering. The applicable monthly fees payable by the Customer are illustrated as follows. Charges published are exclusive of all applicable taxes including Service Tax:

	Principal Lines					Supplementary Lines		
Contract Offering	Digi Postpaid 40	Digi Postpaid 60	Digi Postpaid 90	Digi Postpaid 120	Digi Postpaid 150	Digi Postpaid 40	Digi Postpaid 60	Digi Postpaid 90
Pakej PowerJimat	Subject to device selection							
Normal Contract	Subject to device selection							
PhoneFreedom 365	Subject to device selection							
Internet Top-Up	RM5	RM0	RM0	RM0	RM0	RM5	RM0	RM0
Digital Service Rebate	X	RM5	RM10	RM12	RM15	X	X	X
Roam Like Home	X	RM28	RM0	RM0	RM0	X	RM28	RM28
Digi Mobile Broadband	X	X	RM55	RM55	RM55	X	X	X
Microsoft Office 365	Subject to Microsoft Office 365 Selection							

## 5. Termination

- 5.1. All requests for termination must be completed at selected Digi Stores and Digi Store Express only.
- 5.2. The Customer must complete payment of all outstanding fees owed by the Customer to Digi before termination is allowed.
- 5.3. Early Termination is defined as:
  - 5.3.1. Termination of the Contract before the expiration of the Term.
  - 5.3.2. Termination based on either below scenarios:
    - 5.3.2.a. Port out to other operators and/or terminate the Contract; or
    - 5.3.2.b. Downgrade, suspend or terminate of Postpaid Plan subscribed under this Contract.
- 5.4. Early Termination is subject to a termination fee. The Customer is liable to pay the fee amount as illustrated in the table below, including all outstanding amount owed by the Customer to Digi:

Contract Offering	Termination Fee	Charges to
Pakej PowerJimat	Fixed fee of RM300 (Digi Postpaid 60)	POS
Normal Contract	Fixed fee of RM200 (Digi Postpaid 90) Fixed fee of RM100 + (Monthly Postpaid Fee x 50% x remaining months) (Digi Postpaid 120 & Digi Postpaid 150)	POS
PhoneFreedom 365	(RRP – Device Advance Payment/24 x remaining months) + RM100 administration fee	POS
Internet	Flat fee RM30	POS
Digital Service rebates	Flat fee RM30	POS
Roam Like Home	Flat fee RM30	POS
Digi Mobile Broadband	Flat fee RM30	POS
Microsoft Office 365	Subscription RRP x remaining months in Contract	POS

- 5.5. The termination fee will be charged during point of sale (POS) during the Early Termination process at selected Digi Stores and Digi Store Express. Otherwise, the Customer will receive the amount charged to the bill.
- 5.6. Digi reserves the absolute right to suspend, block and/or terminate the Plan, Contract Offering and/or device without compensation or prior notice as a result of a breach of the Terms and Conditions, or other related terms and conditions; where fraud is suspected or found to have been committed; or failure to make payment for two (2) consecutive months or any other period as may be reasonably determined by Digi from time to time. Digi's rights here are in addition to and without prejudice to any other rights that it has.

## Add-on Deals (Contract)

### 1. PhoneFreedom 365

#### 1.1. General

- 1.1.1. This Contract Offering is a mobile device offering which requires the Customer to subscribe to a 24-month Contract (referred as "PF365 Plan" for purposes of this section) offered to Customers who meet the eligibility criteria. The Customer hereby consents to Digi to undertake all necessary checks to determine Customer's eligibility.
- 1.1.2. This Contract Offering is offered to all new and existing subscribers of Digi Postpaid Plan with the following requirements to be met during registration:
- 1.1.2.1. Customer must be present with the original NRIC upon registration;
- 1.1.2.2. Biometric thumbprint scan must match the NRIC thumbprint to qualify for registration;
- 1.1.2.3. Credit card auto-billing subscription must be active throughout the contract period; and
- 1.1.2.4. For Port In customers, the last three (3) months bill of the current operator must be submitted during registration.
- 1.1.3. PF365 Plan is restricted to one (1) Customer with a valid original NRIC for up to maximum three (3) registration only according to the principal plan eligibility as per below:

Principal Line	Digi Postpaid 60DS	Digi Postpaid 90DS	Digi Postpaid 120DS	Digi Postpaid 150DS
PhoneFreedom 365 Eligibility	1	3	3	3

- 1.1.4. Only Malaysians may apply the PF365 Plan.
  - 1.1.5. For customers, who choose a credit card as the payment option, auto-billing will be mandatory.
  - 1.1.6. All registrations must be completed at any participating Digi Store, Digi Store Express and Digi Online Stores.
  - 1.1.7. All successful registration at Digi Store, Digi Store Express and Digi Online Stores cannot be cancelled. No refund will be entertained and penalty is imposed for customers with existing contracts.
  - 1.1.8. Customers who are on Digi Postpaid Plans (with supplementary mobile line) or existing PhoneFreedom 365 contract will need to walk into any Digi Store or Digi Store Express to sign up, change or re-contract a PF365 Plan.
  - 1.1.9. The monthly payment under the PF365 Plan consists of (a) payment for the device ("Device Payment Monthly Price"); and (b) the Postpaid Plan ("Mobile Service Plan"). Advance Payment may be applicable in accordance with checks on Customer's eligibility.
- 1.2. Digi Store Online Purchases
- 1.2.1. Eligible customers for PF365 Plans are entitled to sign up only one (1) Mobile Device per NRIC from Digi Store Online.
  - 1.2.2. For purchases made via Digi Store Online, both the Device Payment Monthly Price and monthly Mobile Service Plan fee will be activated immediately once the transaction is successfully processed during pre-order or while the Mobile Device is being delivered.
  - 1.2.3. For port-in customers, plan and device Advance Payment are applicable upon checkout via Digi Store Online.

- 1.2.4. Customers must not have any overdue bills before proceeding to make a purchase on Digi Store Online.

### 1.3. Miscellaneous

- 1.3.1. Electronic Delivery: The Customer expressly and knowingly agree and consent to permit Digi (including any third party vendor, or representative through which we provide services under this Device Subscription Agreement) to make disclosures and provide notices to the Customer in electronic form, including but not limited to e-mail and text messaging, instead of providing such notices and disclosures in hardcopy by post mail. The Customer consents and agrees that the Customer's agreement herein shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as the Customer may exercise the Customer's right to revoke this consent by notifying Digi.
- 1.3.2. Manufacturer's Warranty: The Customer accept and acknowledge that the Device is subject to the Device manufacturer's standard warranty and we shall not be responsible and/or liable for the Device and/or for any loss and/or damage whatsoever suffered by the Customer and/or any other party in respect of the Device. Digi is not responsible for replacing Customer's Device or any part thereof that is lost, stolen, damaged or defective which is not covered under the manufacturer's warranty. The Customer shall be responsible for the repair and maintenance of the Device. Should a defect or fault fall within the ambit of the manufacturer's warranty, repairs shall be subject to the applicable warranty issued by the Device manufacturer.

## 2. Pakej PowerJimat

- 2.1. This Contract Offering is a mobile device bundle where Customer will pay a determined upfront amount and subscribe to a 12-month Contract, for the use of a mobile device provided by Digi. The upfront amount and monthly fee commitment shall depend on the mobile device selection. All mobile devices are subject to availability.

- 2.2. Both Malaysians and non-Malaysians are eligible to subscribe to the Device Offering subject to eligibility which Digi may determine from time to time.
- 2.3. All registrations must be completed at any participating Digi Store, Digi Store Express, Digi Dealer and Digi Online Stores.
- 2.4. All successful registration at Digi Store, Digi Store Express, Digi Dealer and Digi Online Stores cannot be cancelled. No refund will be entertained and penalty is imposed for customers with existing contracts.

### **3. Normal Contract**

- 3.1. This Contract Offering is a mobile device bundle where Customer will pay a determined upfront amount and subscribe to a 24-month Contract, for the use of a mobile device provided by Digi. The upfront amount and monthly fee commitment shall depend on the mobile device selection. All mobile devices are subject to availability.
- 3.2. Both Malaysians and non-Malaysians are eligible to subscribe to the Device Offering subject to eligibility which Digi may determine from time to time.
- 3.3. All registrations must be completed at any participating Digi Store and Digi Store Express.
- 3.4. All successful registration at Digi Store and Digi Store Express cannot be cancelled. No refund will be entertained and penalty is imposed for customers with existing contracts.

### **4. Internet Top-Up**

- 4.1. This Contract Offering allows Customers to enjoy additional Mobile Internet Data every month when Customer subscribes for a 12-month Contract.

- 4.2. The Internet Top-Up will be automatically provisioned to customers every month and will begin upon the registration of the Contract. Any applicable charges for this Contract Offering shall be automatically charged to bill.
- 4.3. Customers subscribed to this Contract Offering shall be eligible to purchase on demand the Add-On for Internet Top-Up.
- 4.4. The additional Mobile Internet Data provided under this Contract Offering is subject to Digi Postpaid terms and conditions, in particular the section on Mobile Internet Quota Allocation.
- 4.5. In the event that customers are eligible for unlimited data and hotspot offering as part of internet top-up with contract, customer's hotspot usages are limited to 10Mbps and only 3 devices at any point of time and peer to peer downloads is capped at 64kbps.
- 4.6. Fair Usage Policy applies to the Unlimited Internet & Unlimited Hotspot add-on quota. If the Customer's usage exceeds Digi's fair usage limit of 999GB per month, the Customer's internet usage will be automatically be switched to their next available bucket, which may be chargeable, and/or the Customer's internet access will be limited and switched to 2G speed until the start of the following bill cycle or subscription.
- 4.7. In respect of the Customers who are in violation of Digi's Fair Usage Policy, Digi may, at its option and discretion, take any responsive action including, but not limited to, having the Customer's bandwidth managed, Digi Internet Services suspended or terminated (with or without notice as Digi considers appropriate). Digi reserves the right to review its Fair Usage Policy at any time without prior notice.

## **5. Digital Service Rebate**

- 5.1. This Contract Offering offers a rebate of up to RM15 from Google Play, Apple App Store and EasyAdd platform (excluding RGG) ("Rebate") when Customer subscribes for a 12-month Contract.

- 5.2. Rebate will be applicable to Customers who subscribes to digital services for Google Play, Apple App Store and EasyAdd platform (excluding RGG) via his/her Postpaid Line.
- 5.3. The digital services transaction ("Transaction") needs to be done via Digi Operator Billing (DOB) in order for the Rebate to be successful.
- 5.4. If the value of the Transaction is higher than the value of the Rebate, Customer will be liable to pay the difference to perform the Transaction. If the value of the Transaction is lower than the value of the Rebate, the difference shall be forfeited and Digi will not be liable to refund the difference, or carry forward the same for the Customer.
- 5.5. Total rebate will be calculated each respective billing month.
- 5.6. The Rebate shall only apply to the Digital Services subscription fee excluding any Service Tax. Customers are required to fully pay the Service Tax incurred from the digital subscriptions.

## **6. Roam Like Home**

- 6.1. This Contract Offering allows Customers to enjoy a discounted or free bundle combination of fixed roaming voice minutes and Mobile Internet/data roaming quota by subscribing for a 12-month Contract.
- 6.2. Standard domestic charges shall continue to apply in accordance with the Customer's Digi Postpaid Plan.
- 6.3. Unless stated otherwise, the general terms and conditions for Roam Like Home shall apply to this Contract Offering. For more details on roaming, please click [here](#).
- 6.4. Roaming voice minutes included in this Contract Offering is only applicable for roaming voice calls from the Customer's Digi Postpaid Line with participating countries and network:-

- 6.4.1. to a Malaysian mobile number or a Malaysian fixed-line number (Roaming Call Home);
- 6.4.2. to a mobile/fixed line number of the visiting participating country (Roaming Call Local); and
- 6.4.3. Receiving calls while you are in the participating country.

## **7. Digi Mobile Broadband**

- 7.1. This Contract Offering allows Customers to enjoy one (1) Broadband Monthly 45 Supplementary Line free of charge when subscribing for a 12-month Contract.
- 7.2. For a limited time period, this contract offering allows Customers to enjoy one (1) Broadband Monthly 65 Supplementary Line free of charge when subscribing for a 12-month Contract.
- 7.3. Unless stated otherwise, the general terms and conditions for Digi Broadband Plans shall apply to this Contract Offering. For more details on Digi Mobile Broadband, please click [here](#).