

GENERAL TERMS & CONDITIONS FOR CELCOM FIRST POWER PLAN

General

- This Plan shall be made available from 15th October 2012 and shall continue to be valid until terminated by Celcom ("Plan Period").
- This Plan shall be applicable to all new Celcom customers ("Customer") including but not limited to Non-Malaysian/Expatriates (subject to a deposit of RM500.00 collected upon registration of such Customers).
- By subscribing to this Plan, the Customer shall be subject to the General Terms and Conditions (which includes terms and conditions for Website Use and Privacy Statement and the Agreement for Celcom Service including but not limited to Postpaid Service which may be updated by Celcom from time to time). The current version of all these terms and conditions can be viewed at any time at <http://www.celcom.com.my>
- Celcom reserves the rights to change, amend and alter any part of this Addendum without prior notice to the Customer and the Customer agrees to be bound by such amendments.
- The Mobile Internet plan is not a standalone plan and shall be tied back to the Plan.
- Celcom reserves the right to throttle the Customer's internet access until the Customer's next billing cycle upon the Customer's breach the monthly allocated volume subject to Celcom's Fair Usage Policy's ("FUP") the
- Customer's Internet access will be throttled and will resume to the normal speed in the Customer's next bill cycle.
- Customer under this Plan shall enjoy free Unlimited Internet Browsing when used domestically (within Celcom's network). On roaming, the calculation of charges will be based on roaming pay per use rates as determined by
- Celcom's roaming partners. Please refer to www.celcom.com.my for the data roaming rates.
- For international roaming internet browsing / usage, the Customer must subscribe the International Roaming services and the charges shall be based on the roaming country's rate and Celcom's prevailing rates.
- All offers under this Plan are neither transferable nor exchangeable for cash.

Value Added Services ("VAS")

- The Customer may subscribe to any additional VAS offered by Celcom upon registration of this Plan and shall be chargeable as per normal rate.

Minimum Subscription Period

- The Customer shall ensure that all lines registered and subscribed under this Addendum remains active for a minimum period of twenty four (24) months from the date of the activation of the Plan ("Minimum Subscription Period").
- In the event of early termination by the Customer, the penalties as prescribed in the respective package Plan above shall be imposed and shall be reflected in the Customer's next billing cycle.

Executive Pax

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- The Free Voice and Video Calls within the staff in same company only apply if customer who makes the call and party who receives the call subscribe to the same CUG ID. The Free Voice Calls within the company is capped at 600 minutes permonth per customer. Subsequent minutes after 600 minutes will be charged at 15sen per minute. Pro-rated treatment for monthly charge (if any) and free calls will apply in 1st bill for customer who registered less than a full month's billing cycle.
- Pro-rated treatment for monthly charge (if any) and free calls will also apply for termination if customer disconnects the line or the service before the billing cycle.

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- The Free Voice and Video Calls for Customers who are in the same company under the Executive Pax shall only apply if the Customer who makes the call and the recipient subscribes to the same Closed User Group (CUG ID) ("Free Voice and Video Calls").

- The Free Voice Video Calls shall be capped to a maximum of 3,000 minutes per month per Customer ("Maximum Cap").
- The Customer shall be RM0.10 per minute per call in for calls made in excess of the Maximum Cap.
- Customers' who register for the Plan for less than a full month's billing cycle may be entitled to receive pro-rated monthly charges and free calls which shall be reflected in the Customer's 1st bill ("Pro-rated Charges").
- The Pro-rated Charges shall also apply if the Customer terminated the Plan before the next billing cycle.
- The Free Voice and Video Calls shall be for business usage only.

Reconnection

- Upon reconnection of this Plan, the Customer shall be reconnected into the SAME bill plan and shall continue to enjoy the tariff and rate offered under this Plan. A reconnection free of RM10.00 shall be imposed on the Customer.

Termination

- This Plan may be terminated by the Customer by giving prior written notice to Celcom or by visiting any Celcom branch or call centre ("Termination"). Termination of this Plan shall only be made within seven (7) days from the date of the activation of this Plan provided that the Customer did not subscribe to any roaming or voice services. Customers who have subscribed to roaming or voice services shall settle any outstanding amount upon Termination.

In the event of the Termination:

- all the Celcom Mobile Internet plans offered under this Addendum will be automatically terminated; and
- the Customer's deposit (if any) shall be refunded based on the actual amount paid less any amount due and outstanding to Celcom.

Other terms and conditions

- Celcom shall not be liable and disclaims any liability whatsoever of any claim against Celcom for any act of theft, or attributed by omission and negligent acts of the Customer. The Customer shall not be allowed to request for temporary disconnection and in the event of theft or loss of SIM card, the onus is on the Customer to obtain a SIM card replacement immediately from the nearest Celcom branch. The Customer shall settle any accumulated charges (SMS, MMS, Content Download and or Data Roaming) incurred during this period.

Terms and Conditions for Request of Service Migration from Prepaid to Postpaid ("Service Migration")

- Customer who migrates from Celcom Prepaid to Plan selected Enterprise Voice Plan will not be charged migration fee of RM 50.00.
- Service Migration is applicable to active and existing Celcom Xpax prepaid customers ("Xpax Customers") only.
- Celcom may in its absolute discretion be entitled to reject any request or application by the Xpax Customer for the Service Migration.
- Under this Service Migration, Xpax Customer may request for migration to selected Enterprise Voice Plan and may simultaneously request to maintain the existing Xpax mobile number.
- Prior to the Service Migration, the Xpax Customer must acknowledge the Xpax Customer's account status as reflected on the account summary slip issued by Celcom for any airtime balance and/or network access from the current Xpax account balance, and termination of existing VAS including and not limited to SIM Card Rescue, Call Me Tones etc as well as surrender the SIM card.
- Any airtime balance as reflected and acknowledged by the Xpax Customer and confirmed in the account summary slip will be transferred as credit balance in the Xpax Customer's newly created selected Enterprise Voice Plan account and shall be reflected in the bill according to the billing cycle.
- Any disputes of the transferred credit balance will not be entertained.
- All existing promotions including but not limited to Free Airtime Rebate, Airtime Bonus and Value Added Services enjoyed by the Xpax Customer under Xpax will cease and will be withdrawn

automatically upon the Xpax Customer's agreement and acknowledgement of the Service Migration.

- Upon successful Service Migration, Celcom shall be entitled to impose any fees or charges for selected Enterprise Voice Plan in the Xpax Customer's next bill.
- Upon successful migration to the selected Enterprise Voice Plan, the Xpax Customer shall not be allowed to request to terminate and migrate to the Xpax Plan
- Celcom shall not be liable for any claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special incidental, or consequential damages or for other damages as a result of service disruption and migration suffered by the Xpax Customer.
- The Xpax Customer hereby acknowledges that upon successful application for Service Migration, the Xpax Customer will experience service disruption in outgoing and incoming of voice and video call, Data call, SMS, MMS GRPS, 3G etc, for a minimum period of twenty four (24) hours from the requested date of the Service Migration.

Mobile Number Portability Service

This clause shall only be applicable to Customers who apply for mobile number portability service ("MNP").

- The Customer shall not be required to make any upfront payment upon registration for the MNP.
- The Customer shall be subject to the MNP terms and conditions provided at www.celcom.com.my

General Terms and Conditions

- Celcom reserves the right to amend and omit and/or vary any of the terms and conditions of this promotion without prior notice to the Customer herein stated and the Customer shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.
- Celcom's decisions in any matter in relation to the promotion shall be final and conclusive. Any request for appeal and review shall not be entertained.
- Celcom shall not be liable for any claims by the Customer or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with this Promotion.
- Celcom shall not be responsible or liable for any claims of loss or damage to property or any personal injury or loss of life resulting from or in connection with this Promotion.
- Celcom reserves the sole and absolute right to withdraw, amend and/or alter any part or the whole terms and conditions in relation to this Promotion at any time without giving any prior notice to the Customer and the Customer agrees to be bound by those changes.
- Celcom reserves the right to change, amend, delete or add any part of the whole of these terms and conditions of the promotion and /or amend and withdraw any prize prior notice at any time and the Customer shall be bound by such changes, amendments and variation.
- The Customer acknowledges and agrees that Celcom reserves the rights to disqualify any participant if the Customer is in breach of its obligations or any terms and conditions of this Promotion. Notwithstanding the above, Celcom reserves the right to reject any participation or Customer at its sole and absolute discretion without having to assign any reasons whatsoever.
- Celcom does not take any responsibility in the case of an event that may prevent the Customer from participating in the Promotion, as a result of certain technical restrictions or other limitations specific or force majeure which include but not limited to regulatory events, government directive, act of God etc.