

TERMS AND CONDITIONS FOR KIDSAFE SERVICES

This Kidsafe Service (“Service”) is made available to you by Celcom Mobile Sdn Bhd (27910-A) (“Celcom”) and is subject to these terms and conditions; and the terms and conditions of Kidsafe Parental control application as stipulated on www.celcom.com.my/personal/services/kidsafe (collectively referred to as “Terms and Conditions”). By using this service, you acknowledge that you have read and understood these Terms and Conditions thoroughly. Your use of the Service, upon activation, constitutes acceptance of the Terms and Conditions and you agree to be bound by the Terms and Conditions.

1. Eligibility

This Service is made available to all Celcom customers (“Customer”) and can be used by the Customer to monitor the activity of up to three (3) devices.

2. Product Mechanics

A. Subscription via SMS

1. Customer will receive a broadcast SMS from Celcom on the Service.
2. Customer may subscribe to the Service by sending ON KS < Month of Subscription> (“Subscription”) to 25005.
3. Upon successful subscription, Customer shall :
 - (a) Receive a message via SMS confirming their subscription – which includes information on the Service’s expiry date, and the link to download the KidSafe Application;
 - (b) receive a 3-week free trial as a first time user (“Free Subscription”) and;
 - (c) be charged for the Service based on the following charges (“Charges”) after the Free Subscription period:
 - i. RM9.99 monthly;
 - ii. RM54.99 half yearly; or
 - iii. RM95.99 annually.

4. The charges for the Service shall be deducted from the Customer's prepaid account, or it shall be reflected in the next monthly billing cycle. The free subscription shall not be renewed automatically unless the Customer opts in for the Service.
5. To register the Customer's children's phone numbers, Customer shall send ADD <Child's phone number> to 25005. Customer shall receive an SMS from Celcom to confirm the number registered.
6. To remove a child's phone number that is registered to the Service, Customer shall send DEL < Child's phone number> to 25005. Customers shall receive a confirmation message via SMS from Celcom.
7. If the Customer wishes to opt-out from the Service, Customer may send STOP KS to 25005. A notification shall be sent to the Customer via SMS from Celcom.
8. Prior to the Free Subscription's expiry, Customer will receive a notification on its expiry date; along with the choice to opt-in, and the payment terms for the paid Subscription ("Opt-In"). Customer may opt-in to the Service by sending ON KS < Month of Subscription> to 25005 .
9. Once opted-in, the Subscription will be auto-renewed, and Customer will receive a renewal reminder two (2) days before the expiry date. Customer may send STOP KS to 25005 to opt-out from the Service.
10. For further information and details on the Service, Customer may send HELP to 25005 or call 1111.

B. Subscription via KidSafe Application

1. Customer will be notified about the Service's availability via the SMS invitation from Celcom or through the Google Playstore.
2. Customer may download the KidSafe Application ("KidSafe App") on both the parents' and children's devices. The KidSafe App can be used to monitor up to three (3) devices and for avoidance of doubt, this KidSafe App can also be used by non-Celcom numbers.
3. Customer would need to register in the KidSafe App as a parent by entering the Customer's name, email and password.
4. Customer's phone number shall be provided to Celcom for confirmation and charging purposes.

5. Upon the successful registration, Customer shall:
 - (a) receive a TAC code confirmation via SMS and this TAC code will be used for the registration of the KidSafe App.
 - (b) receive a 3-week free trial as a first time user (“Free Subscription”);
 - (c) be charged for the Service based on the following charges (“Charges”) after the Free Subscription period:
 - i. RM9.99 monthly;
 - ii. RM54.99 half yearly; or
 - iii. RM95.99 annually.
6. Customer can log in into the KidSafe App using the registered username and password and to continue in “controller mode”. The Customer is also required to choose a “Parent” avatar.
7. Customer can add children’s accounts to be monitored via the KidSafe App by entering the name, gender and year of birth.
8. The Customer would need to get permission from children’s devices in order to monitor those device(s). For the avoidance of doubt, monitoring includes; monitoring internet browsing activities, mobile usage activities and location tracking. The Service can also control the monitored device remotely i.e. shut down or set time limit to the device.
9. In the event if the Customer wishes to opt-out from the Service, Customer may send STOP KS to 25005 and Customer shall receive a notification via SMS from Celcom.
10. The charges for the Service shall be deducted from the prepaid account, or shall be reflected in the next monthly billing cycle. The Free Subscription shall not be renewed automatically unless the Customer opts-in for the paid Service.
11. Prior to the expiry of the Free Subscription, Customer will receive a notification on its expiry date along with the choice to opt-in, and the payment terms for the paid Subscription (“Opt-In”).

12. Once opted-in, the Subscription will be auto-renewed and Customer will receive renewal reminder two (2) days before the expiry date. Customer may send STOP KS to 25005 to opt out from the Service.

3. Business rules

1. The Service is open to all Celcom customers ONLY.
2. The Service is charged for SMS Basic Filtering service. The KidSafe App will be given as complementary to the Customer.
3. The Service is charged at:
 - a. RM 9.99 / month
 - b. RM 54.99 for half yearly
 - c. RM 95.99 for annually
4. One phone number may only hold one (1) KidSafe account.
5. One KidSafe account comes with three (3) licenses to be used with three (3) devices.
6. First time users will received three (3) weeks free trial when they opt-in via SMS.
7. Users who downloaded the Service on Google Playstore will also get three (3) weeks free trial.
8. Users will need to opt-in for the paid subscription to continue using the Service after the expiry of the free trials.
9. Free trial users will need to opt-in again if they subscribed via SMS.
10. Once opted-in, the Service will be auto-renewed every month. A renewal reminder will be given 2 days before the expiry date.
11. For the free trial users who opted-in via KidSafe App, auto-renewal will be imposed and renewal reminder will be given 2 days before the expiry date.
12. For the avoidance of doubt, any returning users (user who previously subscribed and opted-out of the service) via SMS and KidSafe App will not get the 3-week free trial.
13. Authentication is required to monitor the devices if users opted-in via SMS.

14. SMS confirmation will be sent to the requestor.
15. TAC Code is required for authentication to subscribe KidSafe App.
16. KidSafe App can monitor the non-Celcom phone numbers and devices with no sim cards. Users who opted-in via SMS to subscribe for basic network filtering will not be able to monitor non-Celcom phone numbers and devices without any simcard.
17. The Service's location tracking feature via the app is depends on the network coverage, and the monitored device(s) needs to be active.

4. GENERAL TERMS AND CONDITIONS

1. Celcom reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole terms and conditions of this Service without prior notice to the Customer. It is the Customer's responsibility observe, perform and comply with the terms and conditions herein, and to any amendments thereof.
2. Celcom's decisions in any matter in relation to the Service shall be final and conclusive. Any request for appeal and review shall not be entertained.
3. 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 Service.
4. Celcom disclaims any liability for losses or damages to property or any personal injury or loss of life resulting from or in connection with this Service.
5. Celcom does not take any responsibility in the event the Customer are prevented from participating in the Service, as a result of certain technical restrictions or other limitations specific or force majeure which includes, but not limited to regulatory and/or government directive, act of God etc.
6. All photographs, personal information and names submitted in regards to the Service, service marks, trade names, trademarks are property of Celcom.
7. Except as expressly mentioned herein, Celcom shall not be responsible for any expenses and cost including out-of-pocket expenses related to, or as a consequence of participating in this Service.
8. In the event any of the provisions in these terms and conditions are deemed invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever; the legality and enforceability of the remaining provisions shall not be affected.
9. No delay or indulgence by Celcom in enforcing any terms or conditions herein shall constitute waiver by Celcom of the Customer's breach of these terms and conditions. For filtering harmful sites, the functions from proxy-based browsers like opera mini or data saving browsers like Google Chrome or UC Browser can be limited or blocked.