

This Service(s) (as hereinafter defined) made available by Celcom is subject to the general terms and conditions and the specific terms and conditions of each Service provided herein (“Terms and Conditions”). You acknowledge that you have read and fully understood these Terms and Conditions. Your use of the Service, upon Activation, constitutes unconditional acceptance to be bound by these Terms and Conditions as may be amended from time to time. You must ensure that any person you allow to use the Service complies with these Terms and Conditions.

In the event of any inconsistency between the English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail.

**Part A: General Terms and Conditions (“GTC”)**

**1. Definitions**

For the purpose of these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

<b>“Account”</b>	means an account opened for you with Celcom for subscribing to the Service.
<b>“Activation”</b> or <b>“Activated”</b>	means the point in time when the Service is activated in Celcom’s System.
<b>“Addendum”</b>	means any addendum(s) executed by you and accepted by Celcom for value added, supplemental or additional Services.
<b>“Agreement”</b>	means the completed Registration Form and these Terms and Conditions including any Addendum and all subsequent amendments and variations to the Terms and Condition and Addendum.
<b>“Celcom”</b>	means Celcom Mobile SdnBhd (Company No. 27910-A).
<b>“Celcom’s System”</b>	means the telecommunication system utilised by Celcom in providing the Service.
<b>“Credit Limit”</b>	means the limit on monthly charges as may be imposed by Celcom at its sole and absolute discretion from time to time.
<b>“Content”</b>	means any contest, java games, information, text, sound, music, software, photographs, videos, graphics, data messages or other materials received by you, including but not limited to VAS.
<b>“Donor Network Operator” or “DNO”</b>	means a mobile service provider from which a Mobile Number has been or is to be ported out.

<b>“ESCAPE”</b>	means a personal entertainment space that follows you anytime, anywhere on your smartphone, tablet, laptop and PC. For further information, please visit <a href="http://www.celcomESCAPE.com">http://www.celcomESCAPE.com</a>
<b>“Hotspot”</b>	means a location that falls within the Service coverage at the Sites.
<b>“Mobile Device”</b>	means a wireless device together with accessories for the use of the Service.
<b>“Mobile Number”</b>	means the mobile number assigned to you by Celcom.

<b>“Mobile Number Portability” or “MNP”</b>	means your ability to change from one mobile service provider to another and retain your Mobile Number.
<b>“Principal User”</b>	refers to you or in the case of a company, any person nominated by the company to be the Principal User.
<b>“Recipient Network Operator”</b>	means a mobile service provider to which a Mobile Number has been or is to be ported in.
<b>“Registration Form”</b>	refers to FIRST™ by Celcom Registration Form duly completed by you to subscribe to the Service, which has been accepted and approved by Celcom.
<b>“Service(s)”</b>	means mobile telecommunication services to be provided by Celcom to you pursuant to the Agreement.
<b>“Service Migration”</b>	refers to the application by FIRST™ by Celcom postpaid customer to migrate to FIRST™ by Celcom prepaid plan or <i>vice versa</i> .
<b>“SIM Card”</b>	means the microprocessor card provided by Celcom which is inserted into the Mobile Device and contains a personal identification number (PIN) for access into the Service.
<b>“Sites”</b>	means the designated premises that provide the WiFi Service.
<b>“SKMM”</b>	Means Suruhanjaya Komunikasi dan Multimedia Malaysia, also known as the Malaysian Communications and Multimedia Commission, established under the Communication and Multimedia Commission Act 1998.
<b>“SSID”</b>	means service set identifier or the WiFi network name that the Customer has to connect to.
<b>“Starter Kit”</b>	means the pack sold by Celcom containing the SIM Card and a user guide.
<b>“Supplementary SIM Card”</b>	means the Supplementary SIM Card which has been issued at the Principal User’s request to a third party approved by Celcom.

<b>“Supplementary User”</b>	means a third party approved by Celcom to be a supplementary user of the Service at your/Principal User’s request.
<b>“Terms and Conditions”</b>	means the general terms and conditions and the specific terms and conditions of each Service as may be varied or modified from time to time at Celcom’s sole discretion. For the avoidance of doubt, policies, procedures and user guide in the Starter Kit shall also constitute the Terms and Conditions.
<b>“Value Added Service” or “VAS”</b>	means additional functions, features or facilities which are currently available or will be made available by Celcom from time to time and may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, content, WAP and other interactive applications and/or services over the Internet and/or Intranet.
<b>“Working Days”</b>	means save for the states of Kedah, Terengganu and Kelantan, Mondays to Fridays excluding public holidays and Sundays. In the states of Kedah, Terengganu and Kelantan, Saturdays to Wednesday and Thursday (half day), excluding public holidays and Fridays.
<b>“You” or “Your”</b>	refers to the person aged eighteen (18) years and above and authorised to use the Service subject to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come in force more particularly described in the Registration Form.

## 2. Period of Agreement

- 2.1 This Agreement shall take effect from the Activation date of the Service and shall continue to be in force until terminated in accordance with these Terms and Conditions.

### 3. Additional Services

3.1 Upon subscription to the Service, you may subscribe to the following additional services:

3.1.1 FIRST™ 1+5 plan as a supplementary to your Service ("FIRST™ 1+5 Plan") is subject to the following:

- (a) FIRST™ 1+5 plan shall be registered under your name as the principal;
- (b) you shall be allowed to register for up to a maximum of five (5) lines under the FIRST™ 1+5 plan. Notwithstanding the aforementioned, Celcom reserves the right at its absolute discretion to determine the number of lines that you may register under this Clause 3.1.1;
- (c) you shall be responsible to ensure that all lines registered under the FIRST™ 1+5 plan is used in compliance with these Terms and Conditions and accordingly you shall be held liable for any acts or omission which are in breach of these Terms and Conditions;
- (d) you shall be liable to pay all the relevant charges and amounts claimed by Celcom as reflected in the respective lines' bill (if applicable);
- (e) in the event that you perform a Service Migration in accordance with Clause 12 below, all the lines registered under the FIRST™ 1+5 plan shall be required to undergo the Service Migration as well; and
- (f) notwithstanding the aforementioned, all provisions in these Terms and Conditions shall be equally applicable to any and all supplementary lines under the FIRST™ 1+5 plan subscribed by you under this Clause 3.1.1.

3.1.2 Internet Pay per Use ("Internet Service"); You shall be responsible to:

- (i) Turn off the Internet Service if it is not in use as your Mobile Device may be auto connected to the Internet without your knowledge. Celcom shall not be held responsible or liable for the charges imposed on you for your failure to comply with this provision;
- (ii) Turn off the auto update feature on your Mobile Device (if any) to ensure that your Mobile Device does not connect to the Internet and perform updates automatically which would result incur Internet Charges;
- (iii) Ensure that your Mobile Device is not infected with any virus which may result in high usage of the Internet Service; and
- (iv) To pay the Internet Charges for the usage of the Internet Service whether authorised by you or not.

3.1.3 International Roaming (“Roaming Services”) is subject to the following:

- (a) the Roaming Services are made available in certain countries outside Malaysia. You may view the list of countries applicable for the Roaming Services at <http://www.celcom.com.my/roaming.html> (“Roaming Website”);
- (b) you may register for the Roaming Services at Celcom Branch or by calling Celcom’s customer service at 1-300-111-000 subject to the requirements for Roaming Services as prescribed at the Roaming Website;
- (c) Celcom reserves the right to determine your eligibility to subscribe to the Roaming Services; and
- (d) upon subscription to the Roaming Services, you shall be responsible to pay the relevant charges based on the roaming country’s rates, Celcom’s pay per use rates, Celcom’s prevailing rates and/or any other charges imposed by Celcom from time to time.

3.1.4 Value Added Services (“VAS”) are subject to the following:

- (a) you may subscribe to the VAS provided by Celcom from time to time subject to the terms and conditions of the respective VAS;
- (b) you acknowledge that your ability to access and use the information via the VAS depends on the features and functionality of your Mobile Device and the nature and quality of the information being accessed via the VAS;
- (c) Celcom does not represent, warrant or guarantee that your Mobile Device will be able to access the VAS; and
- (d) Celcom reserves the right to withdraw the VAS provided to you at any time without notice and Celcom shall not be liable for any losses or damages suffered by you or any third party due to such withdrawal.

3.1.5 WiFiPlus Services are subject to the following:

#### 3.1.5.1 Service Availability

The Service is available at the Sites that display the WiFiPlus access area sticker or banner.

### 3.1.5.2 Security

- (a) You shall be responsible to maintain the confidentiality of your password used for the subscription of the Service ("Password"), including but not limited to changing the Password from time to time and not revealing the Password to any other person. Celcom shall not be liable for any loss suffered by you as a result of your failure to keep the Password and other security information confidential.
- (b) You are recommended to install a personal firewall and/or antivirus programmes on your Mobile Device to prevent unwanted traffic or downloads on to your Mobile Device.

### 3.1.5.3 Logging In or Out of the Service

- (a) To use the WiFiPlus Service, you must connect to Celcom WiFiPlus SSID at WiFiPlus hotspots with your device.
  - (b) You may log out of the Service by clicking the "Log Out" button and/or closing your Internet browser page.
- (c) You will be automatically logged out of the Service if:
  - (i) your access to the Service is terminated by Celcom in accordance with these Terms and Conditions;
  - (ii) the connection to the Service you are accessing to is lost, disconnected or is out of range;
  - (iii) no activity is detected from your Mobile Device for a continuous period of 15 minutes; or
  - (iv) if you leave Celcom WiFiPlus area.
- (d) If you are in the midst of downloading a file and you are logged out of the Service, your partially downloaded file will not be saved or recoverable. You are advised to save your work regularly while using the Service

### 3.1.6 ESCAPE service is subject to the following:

- (a) You will be given a pre-approved login name and password by SMS or e-mail to enable you to be a member and access ESCAPE services. Access and activation of membership shall be via <http://www.celcomESCAPE.com> ("ESCAPE Website") and upon the following:
  - (i) by entering the login name and password in the spaces provided on the ESCAPE Website and agreeing for your membership to be activated; and

- (ii) by agreeing to the terms and conditions of use of the ESCAPE website. For all intents and purposes, you shall be deemed to have agreed to the terms and conditions of use by your continued access and use of the ESCAPE website.

## 3.2 Packages

- 3.2.1 If your subscription to the Service is made pursuant to a package or promotional package (“Package”), you agree to be subject to the additional terms and conditions applicable to the Package.
- 3.2.2 Celcom reserves the right to withdraw the Package at any time without assigning reasons for such withdrawal and migrate you to another package or promotional package as Celcom deems fit.

## 4. Your Responsibility

### 4.1 You shall:

- (a) ensure the compatibility of your Mobile Device with Celcom’s System. In the event that changes and upgrades are introduced to Celcom’s System, you shall be responsible to ensure the continued compatibility of your Mobile Device and you shall have no claim whatsoever against Celcom arising therefrom;
- (b) comply with all notice or instruction given by Celcom from time to time in relation to the use of the Service and the SIM Card;
- (c) ensure that the Mobile Device used with the SIM Card is legally owned by the Principal User or Supplementary User;
- (d) be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
- (e) be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions in a timely manner;
- (f) be fully responsible for any voice or data transmitted or broadcasted by you or persons using your Mobile Device;
- (g) keep your personal identification number (PIN) of your SIM Card confidential at all times and not release the PIN to any person;
- (h) comply with all applicable laws of Malaysia relating to the Service, including without limitation to the Communication and Multimedia Act 1998 and its subsidiary legislation, other acts, statutes, by-laws, rules and regulations issued by relevant government and regulatory agencies which may be amended from time to time;
- (i) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- (j) cease to utilise the Service or any part thereof for such period as may be required by Celcom;

- (k) report immediately to Celcom upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use. You agree to lodge a police report whenever instructed by Celcom and to give Celcom a certified copy of such report; and
- (l) indemnify and shall keep indemnifying Celcom from any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the Content transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorised use or exploitation of the Services or part thereof.

4.2 You shall not use the Service:

- (a) to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
- (b) to cause excessive or disproportionate load on the Service or Celcom's System;
- (c) for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character;
- (d) for any purpose which is against public interest, public order or national harmony;
- (e) use, permit or cause to be used the Service improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Celcom to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the Internet; or
- (f) to transmit or post any content that contains any harmful, damaging or destructive programs.

**5. Celcom's Rights**

5.1 Celcom reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend the Service or any part thereof without prior notice and Celcom shall not be liable for any loss or inconvenience to you resulting therefrom.

5.2 Celcom reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend these Terms and Conditions or any part thereof, and such amendments shall be published on Celcom's website. Your continued use of the Service after the effective date of any variation, addition or amendments to these Terms and Conditions shall constitute your unconditional acceptance of such variations, additions or amendments.



5.3 Unless otherwise notified by you, you agree that Celcom may send you notifications relating to promotional and marketing activities from time to time.

5.4 Celcom may extract any Short Message Service (SMS) details or Personal Information or any other data from you which is required to be used as evidence in court and/or when necessary in the event of a suspected and or proven misuse of the Service.

## **6. Personal Information**

6.1 You agree that by executing the Registration Form or by continuing to use the Services, you are giving consent to Celcom that the information collected by Celcom from you ("Personal Information") will be used and/or disclosed in accordance to our Privacy Notice as posted on our website at (<http://www.celcom.com.my/personal/policy>) and Personal Data Protection Act 2010. You are advised to read our Privacy Notice to understand your rights with regards to your Personal Information.

## **7. Disclaimer**

7.1 This Service is provided on an "as is" and "as available" basis. Celcom disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to:

- (a) availability, accessibility, timeliness and uninterrupted use of the Service; and
- (b) sequence, accuracy, completeness, timeliness or the security of any data, Content or information provided to you as part of the Service.

7.2 Notwithstanding Clause 7.1, above, the availability and speed of the Service shall be subject to the following:

- (i) Celcom's network availability;
- (ii) the Mobile Device and WiFi enabled device capability, including but not limited to the coverage, location, use of the WiFi enabled device, Celcom's network traffic and the type of data being transmitted by you;
- (iii) the traffic and the volume of users using the Service; and
- (iv) your connection to the Service by using a WiFi enabled device.

## **8. Celcom's Liability**

8.1 Celcom shall not be liable for any costs, loss or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your usage of the Service or for whatsoever reason under the Agreement.

8.2 Notwithstanding the foregoing, you agree that Celcom's entire liability in contract, tort (including negligence or breach or statutory duty) or otherwise to you (except for death or personal injury caused by Celcom's negligence), shall not at any time exceed the sum of RM500.00 or the total of your charges in the three (3) months preceding the relevant event(s), whichever is lower.

## **9. Content**

9.1 The Content provided by Celcom via the VAS is provided by Celcom or appointed third parties. Celcom does not filter or edit the Content. You acknowledge that Celcom is under no obligation to censor the Content or information provided even if it is co-branded or promoted by Celcom. By using the VAS, you acquire no rights or interests to the Content and you agree not to distribute the Content to third parties.

## **10. SIM Card**

10.1 The SIM Card shall remain the property of Celcom at all times and shall not at any time be passed to you. Celcom grants you the right to use the SIM Card for the purposes of the Service. The SIM Card must be returned to Celcom on demand. Risk passes to you immediately upon the execution of this Agreement.

10.2 The Service and/or features to be provided under the SIM Card will depend on the type of Mobile Equipment used.

10.3 You must not transfer the SIM Card to any other person without Celcom's prior written consent.

10.4 In the event of loss, theft, cloning and/or unauthorised use of the SIM Card, you shall immediately notify Celcom. Replacement of a SIM card is subject to such payments as may be prescribed by Celcom.

10.5 Celcom shall only replace a defective SIM Card at no cost if the defect is proven to Celcom's satisfaction to be caused by the manufacturer or supplier provided that you return such defective SIM Card to Celcom within fourteen (14) days from the date the Service is Activated.

## **11. Mobile Number Portability (if applicable)**

11.1 Celcom will process your application for mobile number porting within one (1) day, subject however, to the approval by the Donor Network Operator.

11.2 You may experience service disruption when your existing mobile number during the porting in activity from the Donor Network Operator to Celcom's network. If you

experience any service disruption, you are advised to call Celcom's Customer Careline at 1300 111000 or 1111. Celcom may, upon receipt of port request from you, notify you by way of SMS the progress of your port request.

- 11.3 The mobile number that you request for porting (i) must be within the range of mobile numbers as approved by SKMM from time to time, subject however to the existing geographic numbering requirements; and (ii) is subject to the approval of the Donor Network Operator.
- 11.4 Mobile Number which have been suspended, terminated, blacklisted on the defaulters database and/or barred shall not be eligible for porting;
- 11.5 You hereby agree and undertake to Celcom that you are the registered user of the mobile numbers and/or authorised principals for all the supplementary lines (if any);
- 11.6 You may request to port in to Celcom's Network for and on behalf of a third party provided you have submitted the following documents:
  - (a) An authorisation letter signed by the registered user of the third party mobile numbers;
  - (b) A photocopy of the third party national registration identity card / military ID / passport; and
  - (c) A photocopy of your national registration identity card / military ID / passport.
- 11.7 You shall ensure the identification of national registration identity card provided is valid and is not blacklisted from the defaulter database.
- 11.8 You shall be responsible to fully settle all outstanding bills from Donor Network Operator prior to your request for porting, failing which your request for MNP may be interrupted.
- 11.9 If you are the principal account holder, where you are solely responsible for all supplementary lines subscribed under your account, you are only allowed to port in if all supplementary lines under your account are porting to Celcom.
- 11.10 You shall ensure that the usage of your existing service does not exceed the credit limit set by your Donor Network Operator.
- 11.11 You may only request for MNP if your existing service with the Donor Network Operator is not under contract. In this instance, you may only proceed with your request for MNP if you terminate the contract with the Donor Network Operator and

the cost of such termination shall be borne by you. Celcom shall not be responsible and/or liable for any and all losses, damages and/or misappropriation arising from this termination of your services with Donor Operator and you shall indemnify Celcom from any liability arising thereof.

11.12 All services including VAS associated with your SIM and mobile numbers provided by the Donor Network Operator will be terminated upon successful MNP activation by Celcom;

11.13 You shall be solely responsible for all charges incurred by you, including but not limited to any and all outstanding payments and penalties charges due and imposed to you by the Donor Network Operator. Service may be interrupted in the event there is nonpayment of any outstanding charges owing by you to the Donor Network Operator.

11.14 For prepaid service, any remaining credit in your existing prepaid mobile number will be forfeited by the Donor Network Operator upon successful activation of your Service by Celcom;

11.15 You are allowed to port from prepaid Services to postpaid Services and vice versa. However, you agree and accept that all porting requests are subject to the respective Celcom terms and conditions for new registration.

11.16 Celcom may impose a fee of up to a maximum of Ringgit Malaysia Twenty Five (RM25.00) for every number that you request for porting and no refund shall be made for any rejection, cancellation, unsuccessful or withdrawal of the porting request due to any reason whatsoever.

11.17 If the mobile number which you request for porting is not approved by Donor Network Operator for any reason whatsoever, upon resolving the matter with the Donor Network Operator, you may continue with your application for MNP, subject to any processing charges which shall be borne by you.

11.18 If:

- (a) Celcom does not receive any instruction from you within thirty (30) days from the date your request for MNP is rejected by the Donor Network Operator; or
- (b) approval from the Donor Network Operator is not obtained within twenty one (21) days from the date of your application;
- (c) Celcom may, at its sole discretion cancel your request for MNP.

## 12. Service Migration

12.1 This Clause 12 shall only be applicable to you if you are a:  
(a) FIRST™ postpaid customers who chose to migrate to the Celcom prepaid plan; or  
(b) Celcom prepaid customers who chose to migrate to the FIRST™ postpaid plan.

12.2 The Service Migration shall be subject to the following:

- (a) Celcom shall at its absolute discretion be entitled to accept or reject your request for Service Migration;
- (b) you may request for Service Migration at any Celcom branch, Blue Cube outlet and Celcom Xclusive Partners from your current subscription of prepaid service to postpaid service and vice versa and shall maintain your Mobile Number;
- (c) you shall not be charged for the Service Migration. However, you shall be required to pay an upfront fee based on the package that you subscribe to;
- (d) prior to the Service Migration, you shall acknowledge your Account status as reflected in the account slip issued by Celcom ("Account Slip") for any outstanding balance owed (for postpaid service) and or network access from the current prepaid account balance and termination of existing VAS;
- (e) for Service Migration from FIRST™ by postpaid service, any unutilised commitment fee shall be forfeited. However, any unutilised credit balance shall be carried forward;
- (f) the airtime balance reflected in the Account Slip as acknowledged by you shall be transferred as credit balance into your newly registered FIRST™ Postpaid Account and shall be reflected in the bill in accordance with the billing cycle chosen by you;
- (g) any overpaid balance from your FIRST™ postpaid account of RM10.00 and above shall be returned to you via cheque;
- (h) subject to Clause 11.2(e) above, Celcom shall not entertain any dispute on the transfer of airtime or credit balance;
- (i) all existing promotions including but not limited to Free Airtime Rebate, Airtime Bonus and VAS enjoyed by you under the your existing account shall be terminated and discontinued automatically upon your request and acceptance of the Service Migration;
- (j) upon successful Service Migration, you shall not be allowed to migrate back to your original plan until the completion of an entire billing cycle (if applicable).

### **13. Billing and Payment Due Date (if applicable)**

13.1 You shall be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions in a timely manner, even if you have exceeded the Credit Limit.

13.2 You shall be charged for the Service in accordance with Celcom's prevailing pricing plan or applicable packages ("Plan") chosen by you in the Registration Form. Upon

the expiry of the Plan, you shall be charged with Celcom's current prevailing rates for the Service.

- 13.3 Celcom may introduce other mode of billing from time to time by giving you prior notice.
- 13.4 You must pay Celcom on or before the date specified in your respective bill ("Due Date") without need of any further notice. You may make such payment at any Celcom service centres, call centres, branches, payment kiosks, agencies or through collection agents duly authorised by Celcom.
- 13.5 Subject to Clause 13.4 above, if any fees or charges remain unpaid after the Due Date, Celcom may charge interest at the rate of 1.5% per month ("Late Payment Interest") on such overdue amount. Celcom at its sole discretion may waive or revise any Late Payment Interest or charges.
- 13.6 If you have more than one account with Celcom, Celcom may transfer any credit or debit balance under one account to another to settle any outstanding charges without any prior notification to you.
- 13.7 Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- 13.8 In the absence of fraud or manifest error, Celcom may rely on each bill as conclusive evidence against you of the accuracy, completeness and truth of all matters stated in it unless you dispute the bill in the manner stated below.  
  
You are responsible for paying all charges without any counterclaim, deduction, set off or withholding. All payments shall be applied first to bills in arrears, including interest and penalties, the balance, if any, to be applied to the current bill.
- 13.9 Celcom reserves the right to suspend, or disconnect the Services if any bill or part thereof shall remain unpaid after the Due Date, and Celcom shall not be liable to you in any way for the suspension. A reconnection fee of RM10.00 or such other amount at Celcom's discretion may be imposed on you for reconnection of the Service upon the expiry of the Suspension.
- 13.10 Subject to Clause 13.9 above, Celcom may suspend, or disconnect the Services unless you make full settlement of amounts due irrespective of whether such amounts have exceeded the Credit Limit or you have not received the bill.
- 13.11 Any dispute regarding billing must be communicated to Celcom in writing within one (1) month from the date of the bill failing which, the bill is deemed to be accurate. An administrative charge may be imposed for disputes raised by you after the Due

Date. If there is a dispute regarding the amount in the bill, you shall promptly pay any outstanding amount which is not in dispute. If you have paid your bill on the Due Date and subsequently choose to dispute the charges, you have six (6) months to do so from the date of such payment. If the dispute is resolved in Celcom's favour, you shall pay the disputed amount immediately plus late payment interests, any legal costs and collection expenses incurred by Celcom.

- 13.12 Celcom may notify you on any transaction of debit balance under your inactive Account to your active Account.
- 13.13 Celcom shall be entitled at its sole discretion to vary the amount of deposit, fees and any other charges for the Services or part thereof and to change the billing cycle, without the need to inform you.
- 13.14 If any supply made under these Terms and Conditions is a taxable supply to which the applicable tax (including but not limited to the Malaysian Goods and Services Tax ("GST") would apply ("Applicable Tax"), then Celcom reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.

#### **14. Auto Debit (if applicable)**

- 14.1 Celcom may, at its discretion, allow your bills to be paid through a third party credit or charge card, or via Tele-Payment (by a third party credit or charge card via telephone) or other means of payment ("Auto Debit") subject to the terms and conditions of the Auto Debit as provided on Celcom's website.
- 14.2 You must make a separate application for the Auto Debit at any Celcom branch, which shall only be applicable for settlement of periodic bills.
- 14.3 Any outstanding bills prior to the commencement date of the Auto Debit must be settled by you in the conventional manner.
- 14.4 If you chose to register for the Auto Debit, you shall be responsible to inform Celcom immediately if your credit or charge card is lost, stolen, expired or terminated or if you want to terminate Auto Debit.
- 14.5 In the event that Celcom fails to make the deduction or settlement of your bill through Celcom's processing bank, Celcom shall not be held liable to you in any way for such failure and you must make the payment for outstanding amounts before the Due Date or before your billing cycle date.
- 14.6 By registering for the Auto Debit, you authorise Celcom to verify the information provided by you with the credit card issuer or any third party as may be necessary including but not limited to forwarding your bills and other details to the card issuer,

financial institution and other relevant parties for and in connection with the Auto Debit.

- 14.7 If Celcom does not receive the full payment of the outstanding sum due from you following a completed Auto Debit transaction or the bank or financial institution claims back or deducts back any payment made to Celcom, Celcom reserves the right without prior notice to you to reverse any payment entry in your statement of account or reinstate the charge in your Account.

## **15 Credit Limit (if applicable)**

- 15.1 You shall ensure that your usage of the Service does not exceed the Credit Limit, if any, as specified by Celcom.
- 15.2 Celcom may, but shall not be obliged to, apply a Credit Limit for all charges incurred under your Account and any of your supplementary lines, including those yet to be billed and any amounts in dispute, and Celcom reserves the right to revise the Credit Limit from time to time at Celcom's sole discretion.
- 15.3 Celcom may give you a notice or a message to your Mobile Device notifying you if your charges in your Account exceed the Credit Limit; and such notice is deemed to be received by you when Celcom issues the notice or message to you.
- 15.4 Celcom is not obliged to ensure barring of the Services which may occur in the event that your usage of the Service exceeds the Credit Limit.

## **16. Matters Beyond Celcom's Control**

- 16.1 Without limiting the generality of any provision in these Terms and Conditions, Celcom shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom Celcom has no control over or any cause outside Celcom's reasonable control.
- 16.2 Notwithstanding Clause 16.1 above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Celcom in accordance with the Agreement.
- 16.3 The Service may occasionally be affected by interference caused by objects beyond Celcom's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Celcom's System or telecommunication systems. In the event of such interference, Celcom shall not be



responsible for any inability to use or access the Service, interruption or disruption of the Service.

## **17. Severability and Effect of these Terms and Conditions**

17.1 If any of the provision of these Terms and Conditions should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

## **18. Governing Law**

18.1 The Agreement shall be governed and construed in accordance with the laws of Malaysia and parties agree to submit to the exclusive jurisdiction of Malaysian courts.

18.2 Subject to Clause 18.1 above, this Agreement is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.

## **19. Notices**

19.1 Any notice, correspondence and/or other documents to be given by Celcom to you shall be in writing and sent to you at the address on the Registration Form or to your last known address, as the case may be.

19.2 Any notice, correspondence, and/or other documents to be given by you to Celcom under the Agreement must be in writing and sent to the following address: Celcom Mobile SdnBhd, 21<sup>st</sup> Floor, Menara Celcom, No. 82, Jalan Raja Muda Abdul Aziz, 50300, Kuala Lumpur or [feedback@celcom.com.my](mailto:feedback@celcom.com.my) or such address as notified in writing by Celcom to you.

19.3 Any notice, correspondence, and/or other documents given by Celcom to you pursuant to this clause shall be deemed to have been served if:-

- (a) sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
- (b) sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
- (c) hand delivered, upon delivery; or
- (d) sent by facsimile, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party.

## **20. Assignment**

20.1 You shall not assign or novate any or part of your rights or obligations under the Agreement to any party, without Celcom's prior written consent.

20.2 Celcom may assign or novate all or part of the Agreement to any third party by notice to you without your prior consent.

## **21. Indulgence and Waiver**

21.1 Any failure by Celcom to enforce any terms herein, or any forbearance, delay or indulgence granted by Celcom to you will not be construed as waiver of Celcom's rights provided under this Agreement.

## **22. Suspension and Termination**

22.1 You may at any time terminate the Agreement by giving Celcom prior written notice.

22.2 Celcom shall be entitled at its absolute discretion to immediately suspend/terminate the Services or Agreement, without liability, at any time, without any notice and may not be required to give any reason whatsoever, including but not limited to the following reasons:

- (a) if any technical failure occurs in the Services or Celcom's System;
- (b) while the Service is being upgraded, modified or maintained;
- (c) if you breach any of the Terms and Conditions;
- (d) if you do anything which may in Celcom's opinion, lead to, including but not limited to damage to the Services and/or Celcom's System or losses to Celcom;
- (e) if Celcom is required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority;  
or
- (f) if it is in Celcom's opinion that the Service or Celcom's System is or may be used fraudulently, illegally or for unlawful purposes.

22.3 Celcom will endeavour to resume the Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 22.2(a) and (b) above. You shall be liable for all applicable charges during the period of interruption, suspension or loss of the Services or part thereof from any cause whatsoever.

22.4 Termination shall be without prejudice to any existing rights and/or claims that Celcom may have against you, and you shall continue to fulfill your obligations including payment of all outstanding charges prior to the date of termination.

22.5 Subject to Clause 22.4 above, any credit balance of RM 10.00 and below shall not be refunded to you upon termination and shall be absorbed as administrative fees for the Service and/or any other services as may be provided to you by Celcom.

22.6 Upon suspension, Celcom may at its absolute discretion reconnect the Services, subject to your payment of the reconnection fee as prescribed by Celcom, all outstanding amounts due to Celcom and a refundable deposit as may be required by Celcom for the reconnection of the Services.

## **23. Miscellaneous**

23.1 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.

23.2 In the event of a conflict or inconsistency between the Registration Form, the Terms and Conditions and the Addendums, such inconsistency shall be resolved by giving precedence in the following order: Addendums, the Terms and Conditions and the Registration Form.

23.3 The Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.

23.4 Those clauses which by their nature would survive the termination of the Agreement shall so survive.

23.5 Time wherever referred to in this Agreement shall be of the essence.

23.6 The Agreement shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.

23.7 Any stamp duty arising out of this Agreement shall be borne by you.

## **24. Fair Usage Policy**

### **1. Introduction**

By registering, using and accessing Celcom Mobile Sdn Bhd (27910-A) ("Celcom"), Voice, SMS and Mobile Internet and/or any other services which may be provided by Celcom from time to time ("Services"), the Customer hereby agrees to be bound and be subject to these terms and conditions as contained herein.

### **2. Purpose**

The Services are designed as a shared service and customer's activities will impact on other users using and sharing the same network. To ensure fairness of usage and experience to all the Celcom's subscribers, Celcom has introduced and implemented the Fair Usage Policy.

This Fair Usage Policy ("Policy") is designed to ensure that the Services received by the vast majority of the customers are not negatively impacted because of extreme heavy usage and abuse by the minority of the customers. The Customers shall not use the Service with any unauthorised device or any other ways which unfairly exploit the unlimited free voice and/or Internet usage, broadband connection or spamming activities for the purposes of unauthorised reselling or Commercial Gain. In the event the Customers use the Services excessively and / or use the Services aiming Commercial Gain and / or goes beyond the limit of normal / allowed use, Celcom shall reserves the right to inform the Customer that she/he are close to the limit set out and then, if such limit is surpassed, Celcom reserves the right to apply further charges and / or register the Customer under another plan and / or interrupt the subscription and / or exclude him/her from the Services / offer and / or from the Celcom's network, either provisionally or indefinitely, with no further notice.

*Note: Commercial Gain means any form of profits earned and/or gained by the customer directly and/or indirectly arising from using/utilisation of the Service with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the unlimited free voice and/or Internet usage (as and when it is made available by Celcom in any of its promotions, plans and/or packages) or spamming activities for the purposes of unauthorised reselling.*

Celcom shall continuously monitor the Celcom network performance and may control the identified heavy usage customers.

### 3. Fair Usage Policy

#### 3.1. Mobile Internet

- (a) Software and applications which are used by you to send and/or receive, for uploading and/or downloading of files containing very large amounts of data (e.g. Peer-to-Peer traffics like Bit Torrent or other similar file sharing applications). These software and applications demand a significantly huge amount of bandwidth which will negatively impact the speed and also caused network congestion. As a result thereof, a vast majority of customers will be affected from degradation or the quality of Service and deemed as excessive usage. Excessive usages are caused by spamming, virus activities, spy wares and/or other malwares which may reside in the Devices. These activities may be known or unknown to you and normally, operates at the back of the Devices.
- (b) Therefore, you must take all precautions and rightful action to ensure that the above activities are controlled and minimised at all times. Celcom reserves the right to implement and enforce the said Policy at its sole discretion upon occurrence of such activities. Celcom does not guarantee a service level and/or connectivity to users of peer-to peer or file sharing software or applications.
- (c) The structures of volume allocations for the various packages or plans offered by Celcom are as stated on Celcom's website. Whilst connection is "always on" for each Customer, the available bandwidth is shared by all Customers active at a particular point in time. A small portion (about 5-10%) of Customers use a very large portion

(about 70-80%) of bandwidth based on Celcom's Internet and that from other Internet service providers.

- (d) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Service. The responsibilities and onus of proving shall be on you to ensure that the Devices which are free from all viruses, spy bots, malwares and any other harmful infections when using the Service.

### 3.2 VOICE

You shall not use the Services under an unlimited voice services in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behaviour.

- (a) If your use of our unlimited voice services (including conference calling or call forwarding) is deemed to have a negative impact on Celcom's and everyone's ability to enjoy our services, Celcom may, at its option, terminate or suspend your service, or change your plan to one with no unlimited usage components.

### 3.3 SMS

- (a) This Policy prohibits you from using the SMS unlimited service to send Spam SMS. Spam is the irrelevant or inappropriate messages sent via SMS or email to a large number of recipients without their consent.
- (b) You shall not use, attempt to use or allow the SMS to be used to:
  - i. send, allow to be sent, or assist in the sending of Spam;
  - ii. use or distribute any software designed to harvest mobile number or email addresses; and/or
  - iii. host any device or service that allows SMS to be sent between third parties not under your authority or control.
- (c) You shall use reasonable best endeavors to secure any device or network within their control against being used in breach of your Spam Obligations by third party Malware, including where appropriate:
  - i. the installation and maintenance of antivirus software;
  - ii. the installation and maintenance of firewall software; and

- iii. the application of operating system and application software patches and updates.
- (d) You can reduce the amount of Spam received if you:
  - i. do not open SMS or emails from dubious sources;
  - ii. do not accept Spam-advertised offers;
  - iii. report any Spam received ; and
  - iv. avoid becoming an accidental Spammer by replying the SMS or clicking on dubious links.
- (e) If Celcom reasonably consider the use of the SMS Services is unreasonable and matching the Spamming pattern, Celcom may, at our sole discretion, without notice:
  - i. suspend or limit the Services (or any feature of it); and/or reinstatement in the event customer agrees with the terms imposed by Celcom; or
  - iii. terminate the Services if Spamming persist.

#### **4. Volume Allocation**

- (a) You will enjoy the Service depending on the plans or package subscribed. Each package or plan has a monthly usage volume allocation. You will enjoy the Service depending on the plans or package subscribed. Each package or plan has a monthly usage volume allocation. Please refer to Celcom website for the structures of volume and speed allocations for the various packages or plans offered by Celcom.
- (b) Notwithstanding the above, if you fail to receive any notification from Celcom, Celcom will still proceed to manage your service if you have exceeded your volume allocation. Therefore, you must take the necessary measures to constantly monitor its usages in addition to the volume when accessing and using the Services.
- (c) You must submit accurate and updated personal details to Celcom, which includes the mobile phone number, e-mail address and other information deemed necessary by Celcom to receive the above said notifications.
- (d) Celcom reserves the right to review upwards or downwards the volume allocation depending on the plans without prior notice. Nevertheless, such reduction or restrictions will not limit or stop your activities or usages of the Service.
- (e) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Service.

#### **5. Unlawful Activities**

In using the Services, you must conform to the laws of Malaysia and will not knowingly permit any illegal use or such use that will discredit Celcom.

Celcom reserves the right to release any of any information if it is required to do so by any law, regulatory body or court of law.

## **6. Intellectual Property Rights**

You are reminded that any download of illegal content by law is an infringement of intellectual property rights and rightful owners of such intellectual property rights may take measures to prosecute against the individual subscriber. Please be reminded each customer download and or upload can be traced back to the customer's account with Celcom. It is also against this Policy for the customers carrying out activities which are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other unlicensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material

## **7. Variation and Amendments**

Celcom reserves the right to vary the terms and conditions of this Policy from time to time with or without notice to the customer and the customer shall be bound by such variation and changes. Please visit the Celcom web page at [www.celcom.com.my](http://www.celcom.com.my) periodically to determine any changes to this Policy.

## **8. Prevailing Terms**

This Policy is supplemental and shall be read together as an integral part of terms and conditions of governing the Services and its relevant addendum. If there is any inconsistency between the Policy and the terms and conditions of the Services, the terms and conditions governing the Services posted in website at [www.celcom.com.my](http://www.celcom.com.my) shall prevail.

## **Part B: Specific Terms and Conditions for Postpaid Service**

This Part B of the Terms and Conditions shall only be applicable to you if you subscribe to FIRST™ Celcom Postpaid Service.

### **1. Deposit**

- 1.1 Celcom may request for advance payment for registration of the Service (which may include without limitation a refundable deposit ("Deposit")).
- 1.2 Celcom reserves the right to utilise the Deposit to offset any amount due from you to Celcom including but not limited to any outstanding charges under any of your Accounts.
- 1.3 Subject to Clause 1.2 above, any balance Deposit will be returned to you within four (4) months from the date of the termination of this Agreement subject to the deduction of any amount claimed brought by Celcom in the event of your breach of any of the clause of this Agreement.

## 2. Change of Rate Plan Service (“CORP”)

- 2.1 You may request for the CORP from the your existing Postpaid Service to any other FIRST™ postpaid plans (“New Plan”) subject to Celcom’s sole discretion.
- 2.2 Upon successful CORP, your existing Mobile Number shall be maintained.
- 2.3 All your supplementary lines subscribed under Clause 3.1.1 of Part A above shall be subject to the CORP and shall be transferred to the New Plan.
- 2.4 In the event that your CORP is registered before your billing cycle, your bill shall be prorated from the date of the registration of the CORP.

## 3. Package

- 3.1 You may subscribe to the following package:

### a) Package Plan

Package Details	FIRST™ Platinum
Monthly Commitment	RM150
Monthly Internet	9GB
Free Weekend Internet	9GB (2.25GB a week)
WiFiPlus	Unlimited
SMS	Unlimited (to all networks)
Calls	Unlimited (to all networks)
Messaging Apps	Free Unlimited WhatsApp & WeChat
Video Calls / MMS	20 sen per min / MMS (All Networks)
Wondershare 1-Week RM138™	3GB + Unlimited calls & SMS
Wondershare 1-Day Internet RM38™	√
Credit Limit	RM1000
Deposit	N/A (RM500 for foreigner)
Early Termination Fee	N/A



<b>FREE Music Streaming via Yonder Music</b>	First 12 months
<b>Free Zipit Chat</b>	First 12 months
<b>Free iflix</b>	First 12 months
<b>Internet Usage</b>	The Internet Usage speed will be throttled down to 64kbps upon full utilisation of the Internet Quota, capped at 15GB
<b>Carry Forward Internet</b>	<b>Up to 4.5GB</b>

**Important Notes:**

- ✓ Rates are charged 30sec/per block for Voice / Video Call
- ✓ VAS purchases e.g. Max Up, Content (CMT / Games / Apps), IDD, roaming Usage, Airtime Share etc. are not included in Usage commitment policy.
- ✓ Upon full utilisation of Internet allocation, Internet usage will be throttled to 64 kbps, capped at 15 GB.
- ✓ The Unlimited Calls & SMS applies to all networks and for domestic usages only (i.e. within Malaysia network) excluding video calls, calls to toll-free numbers or numbers with special charges (i.e. 1-300/1-800/600, 121, TM100, 1MOCC, IDD calls to Singapore & IDD/border calls to Brunei).
- ✓ Standard person-to-person calls or texts and not for any commercial and/or non-personal usage.
- ✓ Non multiple simultaneous calling, conference calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialing, machine-to-machine communication (including by using your SIM card in any other devices), Cellular Trunking Units (CTUs), or any other activity we are consider to be non-standard usage.
- ✓ Customers who sign up for this Plan will continue to enjoy the plan as long as they remain active.

For avoidance of doubt, other benefits as aforementioned, are as following:

- (i) **FREE Weekend Internet**
  - a. Every weekend, from hours 0000 on Saturday to hours 2359 on Sunday, the Customers will enjoy complimentary 2.25GB Internet and this will be refreshed at the end of every weekend and replenished at the start of every new weekend;
  - b. Any unused FREE Weekend Internet quotas will be forfeited at the end of the weekend period;

- c. At 70% of Free Weekend Internet utilisation, the Customers will receive an SMS notification of usage level and be reminded that their base Internet allocation will kick in upon 100% utilisation; and
- d. Upon 100% utilisation of the Free Weekend Internet, the Customers will receive an SMS notification to notify that Free Weekend Internet quota has been fully utilised and any further Internet usage will be deducted from Customers' base Internet allocation.

(ii) **FREE Yonder Music and Zipit Chat**

- a. You will enjoy unlimited music streaming for free via Yonder Music application for the first twelve (12) months.
- b. You will enjoy unlimited secure messaging for free via Zipit Chat application for the first twelve (12) months.
- c. Celcom will notify you to download Yonder Music and Zipit Chat via;
  - i. Google store; or ii.
  - Apple store.
- d. Before the expiry period, you will receive a message through Yonder Music and Zipit Chat notifying your ineligibility to continue after the expiry period.
- e. Usage of Yonder Music and Zipit Chat shall be subject to terms and conditions of both the respective services.

(iv) **Preferred Number**

- a. All FIRST™ Platinum Customers will have the option to enjoy one (1) Preferred Number of a predetermined pattern subject to availability.
- b. Should Customer selects this Preferred Number, this will come with a RM500 Processing Fee should customer CORP (Downgrade), MNP or terminate.

(v) **Internet Usage Behaviour**

- a. There will be 2 different behaviours based on Weekdays and Weekends.
- b. On weekdays, in order of Priority, the Customers' Internet Usage will be deducted from:

Level	Usage
First	Monthly Internet

- c. On weekends, in order of Priority, the Customers' Internet Usage will be deducted from:

Level	Usage
First	Free Weekend Internet
Second	Monthly Internet

- d. If you have exceeded the usage limit, you may subscribe to the following additional package:

Additional Purchase For FIRST™ Platinum		Method of Subscription		
MAX UP	MAX UP INTERNET RM20: 1GB + FREE YONDER MUSIC	SMS	Renewal Subscription	MAXUPEXTRA1GBAUTO send to 28882
			One time Subscription	MAXUPEXTRA1GB send to 28882
		USSD		Dial *118# and purchase

The validity of Max Up packages will follow your billing cycle. You may subscribe Max Up package multiple times in one billing cycle. Any unutilised quota within the billing cycle will be forfeited.

### **Part C: Specific Terms and Conditions for Internet Service**

This Part C of the Terms and Conditions shall only be applicable to you if you subscribe to FIRST™ Internet Service.

#### **1. Duration of Service**

- 1.1 This Service shall commence on the Activation date of FIRST™ Postpaid Service and shall continue to be effective until the termination of the respective FIRST™ Postpaid Service.

#### **2. The Service**

- 2.1 The Service shall be automatically throttled (for Internet) upon your full utilisation of:  
(i) Basic Data or Internet (whichever is applicable) or; (iv) Max Up Internet.

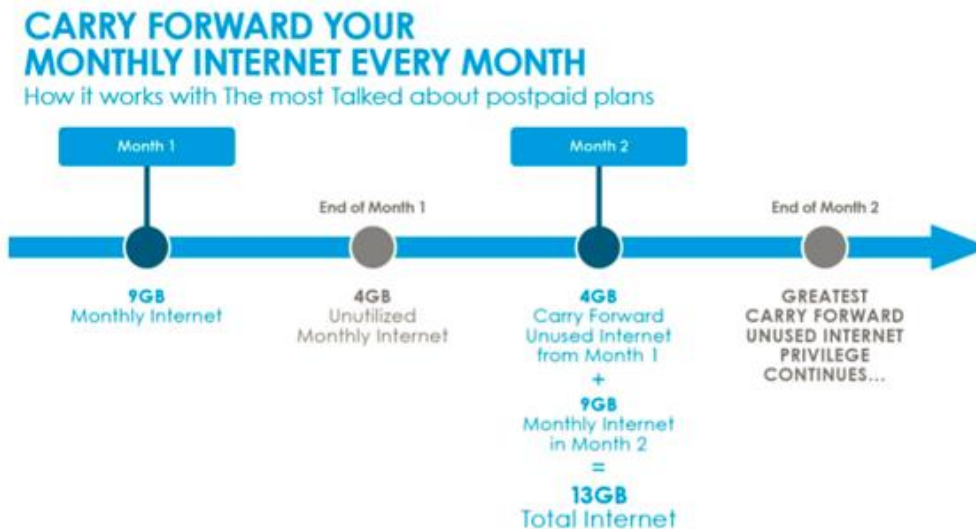
2.2 You will receive an SMS notification upon your full utilisation of the Service in clause 2.1 of Part C above and the Internet speed will be throttled to 64kbps. You may purchase additional Internet to continue using the Internet at the regular speed.

### 3. Package

Your Internet Service package shall refer to Package 3.1(a) & 4.1(a) in Part B.

Customers who subscribe to FIRST™ Platinum, shall get 9GB of monthly Internet per billing cycle (“Internet Allocation”). In the event Customer does not fully utilise the Internet Allocation, the balance Internet Allocation shall be carried forward to the next billing cycle, up to a maximum of 4.5GB.

Illustration:



### 4. Your additional obligations:

4.1 You agree that Celcom:

- (a) reserves the right to manage your allocated bandwidth including but not limited to reducing your speed, suspend or terminate your bandwidth to the Service to ensure that fair access to all Celcom customers on the same network with or without prior notice to the you as prescribed in the Fair Usage Policy; and

- (b) may, at its sole discretion, automatically disconnect your access to the Service after a period of your inactivity, which may vary from 20 minutes to 30 minutes to allow maximum network performance.

4.2 You shall not use the Service to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed (including but not limited to FTP, HTTP, game, newsgroup, proxy, and IRC servers).

4.3 You shall be responsible to:

- (i) turn off the Internet Service if it is not in use as your Mobile Device may be auto connected to the Internet without your knowledge. Celcom shall not be held responsible or liable for the charges imposed on you for your failure to comply with this provision;
- (ii) turn off the auto update feature on your Mobile Device (if any) to ensure that your Mobile Device does not connect to the Internet and perform updates automatically which would incur pay-per-use Internet charges (“Internet Charges”);
- (iii) ensure that your Mobile Device is not infected with any virus which may result in high usage of the Internet Service; and
- (iv) to pay the Internet Charges for the usage of the Internet Service whether authorised by you or not.