

Prepaid Call Plans

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.

For purposes of these terms and conditions, the following terms shall be defined as follows:

"Unauthorised selling and commercial gain" – *includes situations where abusive usage is governed by a mechanical non-human non-stop usage i.e. machine to machine use, usage in a SIM box or reselling of free calls and/or SMS (as in the use of a public cellular phone facility)*

"Subscriber(s)" – *Digi Telecommunications Sdn Bhd's ("Digi") new subscribers and existing subscribers of any prepaid plans subject to the foregoing terms and conditions.*

1. Services

- 1.1. "Service" means the mobile telecommunication services provided on Digi's 1800 MHz network that allows you to make and/or receive calls. It also includes the other features and services outlined in this website and/or may be added from time to time in the future.
- 1.2. Digi reserves the right to modify/terminate/add services in whole or in part at any time without prior notice.
- 1.3. You are responsible to equip yourself with all the necessary and compatible hardware and software required to utilise any of the Services offered.

- 1.4. You may only have credits worth RM1,000.00 or less in your SIM Card at any one time. You will not be able to top up your SIM Card if it has a balance of RM1,000.00.
- 1.5. Digi may at any time terminate your SIM Card and bar your access to the Service if you breach any of the terms contained herein or otherwise without giving any reason whatsoever.

2. Digi Prepaid subscriber identification module ("SIM") card

- 2.1. The telephone number of each Digi Prepaid SIM Card is not exchangeable or transferable.
- 2.2. A non-activated SIM Card which has passed the expiry date imprinted on it will not be usable and/or returnable.
- 2.3. The SIM Card will still be capable of receiving calls and SMS messages for up till 75 days (Digi® Best Prepaid), 90 days (Digi® Easy Prepaid) and 60 days (DG Prepaid SmartPlan™) upon the expiration of the credit validity period. A reload must be performed in order to utilise the full Services. If no reload is performed during the aforementioned period, the SIM Card shall be terminated after the 75th day (Digi® Best Prepaid), 90th day (Digi® Easy Prepaid) and 60th day (DG Prepaid SmartPlan™) and any remaining credit for talktime, SMS messages or any other service or benefit relating to the mobile number shall be forfeited.
- 2.4. All SIM Cards must be activated within Malaysia and before the expiry date printed on the SIM Card.

3. Billing and charges

- 3.1. You may call 016-221 1800 or *126# for the latest information about your talktime credit. Digi shall not be liable for any loss, damage, costs or expenses arising from your failure to do so. Calls made locally from Digi's line to 016 2211800 are free. (Please note that any calls made using the *111*60162211800# or while you are overseas will be charged the relevant roaming rates.)

- 3.2. Digi reserves the absolute right to alter any part of the Service and/or the pricing structure of the Services at any time without prior notice.

4. **Digi Prepaid reload coupons**

- 4.1. The reload validity of the talk time credit is the period of time between the date of reloading and the stipulated validity period stated on the back of your reload coupon whereby you are granted access to the Services; i.e. 30 days for RM30 reload coupons, 50 days for RM50 reload coupons and 120 days for RM100 reload coupons. (Note: The validity period of reloads purchased from the alternate reload channels will be the same as the regular reload coupons. Every time you reload, your SIM Card will compare the remaining validity period of your existing talktime credit with the validity period of your new reload. The higher of the two validity periods will be effective.)
- 4.2. Reload coupons which have passed the expiry date imprinted on them will not be usable and/or returnable
- 4.3. The reload coupons are not refundable. Any value that has been reloaded is not transferable or refundable. Digi will not be liable for any loss or damage due to reloading errors caused by the user of the coupon.
- 4.4. Digi reserves the right to forfeit any remaining talktime credit after the expiry of the respective validity periods.
- 4.5. Any reload performed using any of the alternate reload channels outlined in this website or via any other channel which may be added from time to time will be subjected to their own respective terms and conditions that are not governed by Digi.

5. **Value added services and other benefits**

- 5.1. Entitlement for the benefits of programmes requiring registration will be subject to your successful application.
- 5.2. Please ensure that you find out all the terms and conditions of the Value Added Services. Your usage of any part of the Services implies your acceptance of all the terms and conditions of the Services which may be changed from time to time without any prior notice.

5.3. With effect from 15 March 2016, please note that at any single point of time, customers are only entitled and allowed to have maximum data freebies of 3GB granted from any of Digi's promotion and/or campaign this shall apply to the current ongoing promotion and/or campaign listed below and all future promotion and/or campaign. Customers are responsible to ensure that the data freebies granted therein do not exceed the 3GB limit. Status checking can be made via *200*2# to check his/her remaining unutilised data freebies. At all times, Digi reserves the rights to forfeit any exceeded data freebies granted to Customers from any of Digi's promotion and/or campaign and/or bonuses without any prior notice given. This includes current ongoing promotions and/or campaigns:

- o Reload and get up to 1.5GB internet
- o WoW Reload
- o IIC internet Club Usage Promotions
- o Loyalty campaigns

5.4. With effect from 1st March 2013, any subscribers whose account with Digi are in the "Restricted Due to Balance or Validity" status continuously for fifteen (15) days or more will have any freebies that has been granted via any Reload Bonus and/or Birthday Bonus or any other campaigns/promotions forfeited. Customers are advised to reload in a timely manner in order to keep their Digi Prepaid in an Active status.

6. Commercial Gain

6.1. Commercial gain shall mean any form of profits earned and/or gained and/or likely to be gained by the Customer directly and/or indirectly with or without intention of gaining profit arising from the usage and/or 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 data usage (as and when it is made available by Digi in any of its promotions, plans and/or packages) or spamming activities for the purposes of unauthorised reselling. For the avoidance of doubt, commercial related Short Message Services sent by the Customer under this plan shall be deemed as a breach of these terms and conditions.

6.2. Digi reserves the right at any time without being liable to the subscriber or any third party whatsoever, to:

- Impose a fee, extra charges and/or penalty to the subscriber who misuse the free calls or data services by way of unauthorised selling and/or Commercial Gain
- Impose any minimum or maximum capping for the free voice and/or data usage without prior notice to the subscriber based on the fair usage policy which may be changed from time to time at Digi's discretion
- Digi reserves the right to suspend and/or terminate the line in the case of suspected commercial gain activity not limited to any voice and/or data services and promotions being offered

7. General

7.1. Digi Prepaid customers are not entitled for the Digi Guarantees. It is Digi's policy to respect the privacy of its customers and take the issue of privacy seriously. Digi will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless Digi in good faith believes that such action is necessary to:

- conform to legal requirements or comply with legal process;
- protect and defend the rights or property of Digi;
- provide relevant part of the Service; or
- act to protect the interests of its customers or others.

7.2. You agree that Digi may access your account, including its contents, as stated above or to respond to service or technical issues.

7.3. All applicable taxes, levies and/or duties are payable by you. You must reimburse Digi on demand for any such expenses which it is obliged to pay on your behalf.

- 7.4. Any information stipulated in this website or any medium which may be referred to from time to time will be considered to constitute part of the Terms and Conditions as contained herein.
- 7.5. Digi is not liable to reimburse or compensate you for any damages, costs, expenses or loss arising from the expiration or the termination of the reload coupons or SIM Card.
- 7.6. Digi and its officers, employees, agents and subsidiaries shall not be liable for any loss, damage, costs, personal injury or expenses suffered by you or any third party that arises directly or indirectly as a result of the following:
- any act, omission, error, default or negligence on the part of Digi or its business partners which shall not be limited to partners involved in providing/administering Digi's alternate reload channels.
 - any loss, distortion or mutilation of data
 - unauthorised access or usage of the Service by any third party
 - the unavailability of any part of the Service as a result of any mobile phone, inter-network or data format incompatibility, or as a result of any issues pertaining to network coverage, the unavailability of the internet or any other medium related to or required to access or use the Services or as a consequence of any other reason whatsoever.
 - the nature, quality and/or effect of the Services and/or the related content
- 7.7. Digi makes no warranty, guarantee or representation, expressed or implied regarding the condition, merchantability, availability or fitness of any part of the Service, any service/equipment provided by any third party that is necessary for the access and/or use of the services or for the quality of the Digi network or that of any other telecommunications service provider.
- 7.8. Digi reserves the right at any time without being liable to the Customer to
- discontinue, disconnect, interrupt or suspend the Service for such period of time as Digi shall deem fit for any of the following reasons or any other reason whatsoever:

- i. to make any upgrading and/or modification to the Digi system and/or the Service for its proper and efficient functioning;
 - ii. for the purpose of testing or correcting any malfunctioning of the Mobile Telephone, Device or the Digi system;
 - iii. if the license to operate the Digi system is terminated, suspended or any other action as required by the relevant authorities and/or laws and regulations;
 - iv. on suspicion of fraud, or on suspicion of any illegal practice or on suspension of any unusual activity in respect of the Customer's mobile phone number with Digi;
- vary, add to or delete any of these Terms and Conditions with or without the need to provide any notice to the Customer and which shall take effect on such date determined fit by Digi and whereby the Customer shall with continued usage of the Service shall be immediately bound by the same.
 - impose a fee, extra charges and/or penalty to the Customer who misuse the free calls or SMS or data or broadband services by the way of unauthorised selling and/or Commercial Gain.
 - impose any minimum or maximum capping for the free voice, SMS, CPA, and/or data usage without prior notice to the Customer based on the fair usage policy which may be changed from time to time at Digi's discretion. The data usage cap mentioned herein applies for uploads and downloads. If the Customer exceeds the monthly cap, the Customer's connection to the Service will be less prioritized.
- 7.9. You agree to fully indemnify Digi if any fraud, misrepresentation and/or unauthorised or unlawful use of the Service by you, your agents, representatives or employees result in any loss, damage, costs or expenses to Digi.
- 7.10. These Terms and Conditions will be governed by the laws of Malaysia.
- 7.11. The Terms and Conditions herein are subject to change without prior notice.