

NEXT Internet Plan

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 the Digi Prepaid NEXT plan subject to the foregoing terms and conditions.*

1. FREE BASIC INTERNET (Hereinafter to be referred to as "Free Internet")

- 1.1. All Free Internet includes but is not limited to the 'FREE Basic Internet' and is subject to Digi's Free Internet fair usage policy fully determined by Digi.
- 1.2. The Subscriber will enjoy the use of Free Internet subject to the limited speed of up to 64kbps in line with this present promotional offering (subject to change at Digi's discretion).
- 1.3. This Free Internet is herein restricted from consumption of Voice over Internet Protocol (VoIP) and/or Internet Tethering and/or any Peer-to-Peer (P2P) or file sharing applications and/or other similar heavy streaming services.
- 1.4. The Subscriber must maintain the Digi account in an "active" status in order to use Free Internet.

- 1.5. For the avoidance of abuse and in line with general public concerns, the Free Internet is presently subject to a fair usage policy of up to 1GB per month. Notwithstanding, Digi in its sole discretion may seek to revise the Free Internet fair usage policy if the demand justifies the supply for any further increase thereto.
- 1.6. Any Internet access and/or consumption exceeding any of Digi's fair usage policy limits set for any present promotion will therefore be restricted accordingly. However, as explained above, this restriction is discretionary and is subject to change from time to time as desired by Digi without prior notice to the Subscribers. Digi reserves the right to impose a fee and/or extra charges for Internet access and/or consumption upon exceeding this fair usage policy, as may be determined by Digi in its sole discretion without prior notice to its Subscribers.
- 1.7. For any misuses or abuse of the Free Internet services by way of unauthorised selling and/or commercial gains, Digi reserves the right to terminate the line or suspend the usage and/or charge the Subscriber for the excess internet usage, impose a fee, extra charges and/or penalty to the Subscriber as deemed appropriate by Digi in its sole discretion without prior notice to the Subscribers.
- 1.8. The Free Internet quota granted herein is non-transferable, whether by operation of law or otherwise, either to any other person, entity or any other Subscriber's prepaid account.
- 1.9. No carrying forward of the unutilised quota of Free Internet is allowed.
- 1.10. The Free Internet can only be utilised domestically i.e. within Malaysia only, and is subject to roaming charges when used overseas. The Subscriber shall be charged based on the internet roaming rates imposed by the respective Digi roaming operators for internet roaming usage whilst roaming with Digi's overseas partners and/or collaborators. The list of Digi's roaming partners and/or collaborators is subject to change and is available on Digi's website.
- 1.11. The Subscriber shall be charged based on the Internet access rates imposed by the respective overseas Digi's roaming operators for Internet usage whilst roaming with Digi's roaming partners.
- 1.12. Internet usage refers to Subscriber's access to the Internet via Digi's GPRS, EDGE, 3G and/or LTE Network (whichever applicable).
- 1.13. Any existing Digi Prepaid Mobile Internet plans' Terms and Conditions shall apply to supplement any terms and conditions wherein lacking herein.

- 1.14. Digi reserves the sole and absolute right to cease, alter or suspend the provision of the Free Internet usage at any time without prior notice based on its sole and absolute discretion. In view thereof and for the avoidance of doubt, such alteration, cancellation, termination or suspension by Digi does not entitle the Subscribers to any claims and/or compensation against Digi (whether in cash or in kind) for any and all losses or damages suffered or incurred by the Subscribers as a direct or indirect result of the act of alteration, cancellation, termination or suspension thereof.
- 1.15. By using this Free Internet, the Subscribers acknowledge that they understand the terms and conditions herein and agree to abide by it at all times.

2. SIM Card Lifecycle

- 2.1. Upon activation of a SIM card, the status of the SIM card will be updated to an "active" status that will last for a 30 (days) day period. An "active" status means that the Subscriber is allowed to make outgoing and incoming calls or SMS or any type of services including Internet access.
- 2.2. If there is no 'reload' activity performed after the "active" state, notwithstanding any available credit balances still available in the SIM card, then a Subscriber will not be able to use or take advantage of any other available Digi services available for its prepaid Subscribers, but will only be able to receive incoming calls and SMS only.
- 2.3. If during the "active" state but before the end of the "active" state validity period, the Subscriber has utilised all the available credit balance, then the Subscriber will not be able to use any further Digi services, but should still be able to receive incoming calls and SMS as similarly stated above.
- 2.4. After the end of the 30 days of an "active" status, if there is no 'reload', a grace period will apply for 60 days. After which, the Subscriber is required to purchase the internet before the SIM card account is terminated.
- 2.5. The number of days given to the Subscriber to receive incoming calls and SMS is 60 (sixty) days upon expiry of "active" state validity period, but no outgoing transactions are allowed unless a 'reload' is performed.

- 2.6. Upon reaching 60 (sixty) days validity period, if there is still no reload activities performed, the status of the SIM card will be changed to 'Suspended (R2)' whereby a Subscriber will not be allowed to receive incoming or outgoing calls or SMS except for automated SMS from Digi.
- 2.7. Upon the following day of the 'Suspended' stage, the status of the SIM card will be changed thereafter to a 'Terminated' state and the Subscriber will not be able to obtain the same mobile number (MSISDN) or any remaining credit balance or any applicable freebies remaining in the SIM card.

3. General

- 3.1. The SIM pack does not carry any preloaded credit or value.
- 3.2. All benefits of this SIM Pack are subject to subscription of Digi's Internet plans.
- 3.3. Subject to Digi's approval, an existing Subscriber can change to NEXT Internet Plan to enjoy greater savings. The Subscriber is not allowed to move back to their previous plan after such change.
- 3.4. To change to NEXT Internet Plan, the Subscriber is required to key in *128*1*4# and press 'SEND'/'CALL', then select NEXT Internet Plan. Changes can also be performed online by registering and logging in to Online Customer Service (OCS Login). Alternatively, the Subscriber can upgrade by calling 016-221 1800 and follow the step-by-step instructions given by the automated phone system.
- 3.5. In the event a Subscriber chooses to change his/her existing plan to NEXT Internet Plan, any existing freebies shall be forfeited and a Subscriber is not entitled to any form of compensation for such forfeiture. The Subscribers under NEXT Internet Plan shall not be able to activate multi-party conferencing.
- 3.6. All other supervening terms and conditions stipulated on the General Digi Prepaid service and/or the Digi Prepaid Mobile Internet plans will apply as amended from time to time and where applicable.
- 3.7. Digi shall not be responsible in any way in the event that the Subscriber's subscription was activated by a third party without his/her consent. Digi shall not

refund nor compensate the Subscriber in any manner whatsoever in such situations.

- 3.8. This service is provided on an "as is" basis and Digi does not guarantee or warrant that there shall be no disruptions, defects or errors in the usage provided by this subscription and/or its offers. Digi shall not be responsible in any way whatsoever for the loss incurred directly or indirectly for such failure or any disruptions associated to the network in any way whatsoever.
- 3.9. By subscribing to NEXT Internet Plan , the Subscribers acknowledge that they understand the terms herein and conditions as well as the General Terms, including but not limited to the Privacy Notice, the Privacy Statement which are available on Digi's website, and agree to abide by it.
- 3.10. Digi reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions of NEXT Internet Plan, including but not limited to any feature for NEXT Internet Plan from time to time without prior notice as it deems fit. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Subscribers are advised to visit this page periodically to review the terms and conditions.