

Digi Device Trade-In Program

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.

1. Digi provides an in-store service at participating Digi store ("Digi Stores") and Digi Store Express ("DSE") for the Customer to trade in eligible mobile phones designated by Digi (the "Eligible Device") in exchange for the trade-in value via bank transfer to the customer's bank account. You agree that you have read and understood these Terms and Conditions (the "Terms") and by participating in this Program, you agree to be bound by these Terms.

2. Eligibility

In order to participate in this Program, you hereby represent and warrant that: -

- 2.1. you are not under the age of eighteen (18);
- 2.2. you are the sole and rightful owner of the Eligible Device and you have the rights and title to transfer ownership of the Eligible Device;
- 2.3. the Eligible Device is obtained by you through lawful and legal means;
- 2.4. the Eligible Device is not counterfeit or pirated goods and is free of any liens or encumbrances; and
- 2.5. For the avoidance of doubt, if any of the Eligible Device is found to have been fraudulently transferred to Digi, Digi reserves the right to deliver the device and your personal details to the relevant authorities without notice or

compensation to you.

3. The Program

- 3.1. The type of Eligible Device is designated by Digi and is subject to change without any notice.
- 3.2. The trade-in value for the Eligible Device is solely determined by Digi and/or its third-party supplier. You can obtain the estimated value of your Eligible Device at the relevant Digi Store or DSE. The estimated trade-in value and the final assessed value of the Eligible Device may differ depending on the condition as assessed by Digi.
- 3.3. If you accept the assessed trade-in value and agree to surrender the Eligible Device to Digi in accordance with these Terms, you will receive the trade-in value via bank transfer within seven (7) working days from the date of trade-in.
- 3.4. You understand and agree that once the Eligible Device is surrendered to Digi and the trade-in amount is transferred to the bank account provided the transaction is final. The Eligible Device shall not be returned back to you.

4. Customer Responsibility

- 4.1. It is your responsibility to remove the SIM card and/or memory card in your Eligible Device (if any) along with any accessories.
- 4.2. It is your sole responsibility to back-up any data that you wish to retain before surrendering the Eligible Device to Digi. Digi is not responsible for the loss, safekeeping or maintenance in confidence of any data personal information remaining in your Eligible Device once it is surrendered to Digi and you understand that such information may be accessible to third parties if you do not delete it.
- 4.3. You are solely responsible for removing all information and data from the

Device. To protect your privacy, you acknowledge that before handing your Eligible Device to Digi, you have erased all applications data, contacts, and personal data including but not limited to photos, messages, web browsing history, and/or passwords and other personal, confidential or sensitive data stored in your Eligible Device. Digi and / or its suppliers are not responsible for removing personal, confidential and sensitive information from the Eligible Device and cannot guarantee such information left on the Eligible Device will be deleted. If you fail to remove all personal, confidential or sensitive information from your Eligible Device, you agree to release Digi and / or its suppliers from all claims, losses or damages with respect to the use of SIM card or any personal information whether arising before or after you surrender your Eligible Device to Digi.

5. Condition of the Eligible Device

To be eligible for the Program, the Eligible Device must fulfill the following criteria:-

- 5.1. The Eligible Device must be able to power on and off and battery is able to charge normally;
 - 5.2. IMEI no. can be retrieved from the Eligible Device;
 - 5.3. The screen is fully functional and has no cracks;
 - 5.4. Activation lock and/or screen lock has been disabled (for iPhones, the "Find My iPhone" function must be disabled) and the Eligible Device must be disconnected from any cloud storage account;
 - 5.5. Casing is not cracked and there are no missing or non-functional buttons; and
 - 5.6. The Eligible Device is not damaged by water or liquid.
6. This Program is valid for such a period as Digi may determine at its sole discretion.

7. You agree: -

- 7.1. to release and hold harmless Digi and / or its supplier against any and/or all losses, damages, rights, claims and actions of any kind in connection with the Program.
- 7.2. that Digi and /or its supplier shall not be liable for any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Program, even if Digi has been advised of the possibility of such damages in advance; whether or not due to and /or arising from:
 - 7.2.1. any condition caused by events beyond the control of Digi including those due to any natural disasters, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Digi;
 - 7.2.2. any printing or typographical errors in any materials associated with the Program;
 - 7.2.3. any claims by third party for infringement of intellectual property rights; and
- 7.3. to indemnify Digi (on full indemnity basis) against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that it may suffer or incur as a result of or in connection with the Program (including the solicitors' fees and cost) that it may suffer or incur as a result of or in connection with the Program. In the event that you are found to be in breach of any of these Terms, then without prejudice to any rights and remedies of Digi in law or under these Terms, you are liable to fully indemnify Digi for all costs, expenses, loss and damage suffered due to the

breach.

8. By participating, you agree and consent to such details including without limitation personal data/information being collected, processed and used by Digi for: -

8.1. the purposes of the Program;

8.2. marketing and promotional activities conducted in such manner as Digi sees fit worldwide in any media including without limitation the internet, without further express consent from, and payment or consideration to you; and

8.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.

9. Digi:

9.1. reserves the right, at any time, to reject any Eligible Device at its sole and absolute discretion without having to assign any reasons whatsoever;

9.2. reserves the right, at any time, to vary, delete or add to any of these Terms, and alter, cancel, terminate or suspend the Program and/or any part thereof without any prior notice;

9.3. shall not be responsible or liable for any claims of loss or damage to property or any personal injury or loss of life resulting from or in connection with the Program;

9.4. shall not be liable for any loss or damage (including without limitation loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Program, even if Digi has been advised of the possibility

of such damages in advance, and all such damages are expressly excluded;

- 9.5. shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Digi.
10. All other terms and conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.
11. These Terms shall be governed and construed by the Laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.