

Pakej Peranti NEXT

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. General

- 1.1. This is a plan where a mobile device ("Device") is included to the Customer (Person(s) signing up for the offer) for a no-commitment prepaid device bundle plan charged up-front.
- 1.2. The Offer: Pakej Peranti NEXT
- 1.3. Each sign up of the Offer is mandated to (A) a Digi Prepaid NEXT 35 3M Bundle ("Mobile Service Plan") and (B) a Device Collectively referred to as "Prepaid Device Bundle".
- 1.4. Digi may assign or transfer any of its rights, title, and interest to receive payments from the Customer under this Prepaid Device Bundle agreement to a third party without any prior consent of the Customer. An email notification will be sent to the Customer should there be any assignment or transfer of the payment receivables or any part thereof to a third party.
- 1.5. Digi reserves the right to revise this Prepaid Device Bundle Terms & Conditions, the Generic Terms & Conditions, Digi Prepaid™ Terms & Conditions, and the Offer at any time upon its sole and absolute discretion.
- 1.6. Digi reserves the right to vary, delete or add to any of these Terms, and alter, cancel, terminate or suspend the Offer and/or any part thereof without any prior notice and without any liability at any time upon its sole and absolute discretion without having to assign any reasons whatsoever.

2. Registration

- 2.1. An up-front payment for the Offer commences and is agreed upon by the Customer at the time of registration.
- 2.2. This Offer is restricted to 1 (one) customer with a valid original National Registration Identity Card ("NRIC") per transaction at a time for up to maximum five (5) registration only. This shall be in line with the MCMC Guidelines on Registration of end users prepaid public cellular services (MCMC/G/01/17).
- 2.3. All registrations must be completed at Digi Online Store.
- 2.4. All successful registration at Digi Online Stores cannot be cancelled. No refund will be entertained.

3. Eligibility Qualification

- 3.1. This subscription service is offered to all new line and existing Digi prepaid change of plan subscribers of Digi Prepaid Rate Plan.
- 3.2. Only Malaysian citizens are eligible to subscribe for the Offer.
- 3.3. Digi shall have the absolute discretion to accept and/or reject a Customer's application to this Prepaid Device Bundle plan.

4. Fees And Charges

- 4.1. The Prepaid Device Bundle Price for the plan will be charged up-front upon successful registration. All Fees and Charges are final as described at the Digi Store online website.

5. Digi Store Online Purchases

- 5.1. Eligible customers are entitled to sign up for one (1) Prepaid Device Bundle plan per NRIC from Digi Store Online per transaction.
- 5.2. For purchases made via Digi Store Online, both the up-front plan fee and device fee will be activated immediately once the transaction is successfully processed during pre-order or while the phone is being delivered.

6. General Terms

- 6.1. **Electronic Delivery:** The Customer expressly and knowingly agree and consent to permit Digi (including any third party vendor, or representative through which we provide services under this Device Subscription Agreement) to make disclosures and provide notices to the Customer in electronic form, including but not limited to e-mail and text messaging, instead of providing such notices and disclosures in hardcopy by post mail. The Customer consents and agrees that the Customer's agreement herein shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as the Customer may exercise the Customer's right to revoke this consent by notifying Digi.

- 6.2. **Manufacturer's Warranty:** The Customer accept and acknowledge that the Device is subject to the Device manufacturer's standard warranty and we shall not be responsible and/or liable for the Device and/or for any loss and/or damage whatsoever suffered by the Customer and/or any other party in respect of the Device. We are not responsible for replacing your Device or any part thereof that is lost, stolen, damaged or defective which is not covered under the manufacturer's warranty. The Customer shall be responsible for the repair and maintenance of the Device. Should a defect or fault fall within the ambit of the manufacturer's warranty, repairs shall be subject to the applicable warranty issued by the Device manufacturer.