

Contract Add-Ons

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 <https://www.digi.com.my/sustainability/privacy-and-data-protection> together with Digi's Privacy Statement as set out at [https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20\(EN\).pdf](https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20(EN).pdf); 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. Digi provides Add-ons to Customers who opt to add on a 12-month or 24-month contract ("Contract") to his/her Principal or Supplementary Line(s) subscribed under a Digi Postpaid plan ("Plan"), subject to eligibility and availability herein provided Contract Offerings.
- 1.2. Effective from 1st March 2022, types of Contract Offerings are:
 - 1.2.1. PhoneFreedom 365 (PF365)
 - 1.2.2. Pakej PowerJimat
 - 1.2.3. Normal Contract
 - 1.2.4. Internet Top-Up
 - 1.2.5. Unlimited Social
 - 1.2.6. Digital Service Rebate
 - 1.2.7. Roam Like Home
 - 1.2.8. Unlimited Gaming
 - 1.2.9. Unlimited Streaming

More details on each Contract Offering are set out further below.

- 1.3. All benefits derived from the Contract Offering must be utilised within the same bill cycle unless stated otherwise. For the avoidance of doubt, any benefit derived

from the Contract Offering will not roll over to the next bill cycle unless otherwise stated in these Terms and Conditions.

- 1.4. Except expressly provided under these Terms and Conditions, the benefits derived from the Contract Offering are not eligible for transfer or sharing between Principal to Supplementary, Principal to Principal or Supplementary to Supplementary Lines.
- 1.5. Digi may assign or transfer any of its rights, title and interest to receive payments from the Customer under these Terms and Conditions 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.
- 1.6. The Terms and Conditions and the terms and conditions herein shall be read together with:
 - 1.6.1. the Digi Postpaid terms and conditions, in particular the section on Add-Ons (Contract); and
 - 1.6.2. the Fair Usage Policy and account management, all of which the Customer hereby agrees to be bound by. The terms and words used in the Terms and Conditions here shall bear the same definition and meaning as stated in the General Terms.
- 1.7. Digi reserves the right to vary, delete or add to any of these Terms and Conditions, alter, cancel, terminate or suspend the Contract Offering 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. Digi makes no representation or warranty over the quality, condition, usability or efficacy of the Contract Offerings.

2. Tenure

- 2.1. Depending on the Contract Offering selected, Customer agrees and shall commit to a 12-month or 24-month contract ("Term") commencing from the registration date of the Contract.
- 2.2. At the expiration of the Term, the Customer may opt to:
 - 2.2.1. Renew the Contract for a further Term on the same or updated terms and conditions as Digi may prescribe;

- 2.2.2. Select a new Contract Offering, subject to eligibility and availability of the material time; or
- 2.2.3. Not renew the Contract and continue using the regular Services under Digi Postpaid. Digi shall be entitled to renew the Contract as is should the Customer omit to exercise his/her option by the expiration of the Term.
- 2.3. All successful registration of a Contract Offering cannot be cancelled, and Digi shall not be liable for a refund under any circumstances whatsoever.
- 2.4. During the Term, the Customer may opt to change from one Contract Offering to another ("Change(s)") subject to the following terms:
 - 2.4.1. Changes are permitted only from the Data Offering to the Services Offering, and vice versa;
 - 2.4.2. No Changes are applicable for Device Offerings;
 - 2.4.3. Changes are only permitted after Customers have enjoyed a Contract Offering for a period of at least three (3) months;
 - 2.4.4. Notwithstanding a Change, the Term shall remain unchanged;
 - 2.4.5. Upon a Change taking effect, all existing benefits derived from the previous Contract Offering shall be forfeited;
 - 2.4.6. Digi reserves the right to charge an administrative fee for each Change performed.
- 2.5. During the Term, the Customer may opt to upgrade his/her Plan to a higher value plan ("Change of Plan"). The terms of the Contract will remain unchanged after the Change of Plan. For the avoidance of doubt, the Customer is not allowed to downgrade the existing Plan to a lower value plan.

3. Eligibility

- 3.1. The Contract Offerings are eligible to new and existing Digi Postpaid Customers. For existing Digi Postpaid Customers, Customers are required to undertake a change of plan to be eligible for the Contract Offerings.
- 3.2. A Customer can register up to a maximum of one (1) Contract for each Principal and Supplementary Line.
- 3.3. Effective from 1st March 2022, the eligibility for a specific Contract Offering is dependent on the Plan subscribed by the Customer, as illustrated in the table

below. For the avoidance of doubt, eligibility shall always be assessed in the name of the Customer registered under the Principal Line.

	Principal lines					Supplementary Lines		
Contract Offering	Digi Postpaid 40	Digi Postpaid 60	Digi Postpaid 90	Digi Postpaid 120	Digi Postpaid 150	Family 20	Family 30	Family 45
Package PowerJim at*	x			x	x	x	x	x
Phone Freedom 365	x					x	x	
Normal Contract	x	x				x	x	x
Internet Top-Up								
Unlimited Social	x					x	Available effective 7 th March 2021	Available effective 7 th March 2021
Digital Service Rebate	x	x				x	x	x
Roam Like Home	x	x				x	x	x
Unlimited Gaming	x	x				x	x	x
Unlimited Streaming	x	x				x	x	x

- 3.4. Digi shall have the sole and absolute discretion to accept and/or reject a Customer's application to this subscription service.

4. Fees and Charges

- 4.1. The Customer shall, upon the submission of his/her application for registration of the Contract, pay Digi the Advance Payment and/or Deposit and such other fees, charges and taxes as required by Digi.
- 4.2. For the duration of the Term, the Customer is responsible for all the monthly fee and charges related and applicable to the specific Contract Offering. The applicable monthly fees payable by the Customer are illustrated as follows. Charges published are exclusive of all applicable taxes including Service Tax:

	Principal lines					Supplementary Lines		
Contract Offering	Digi Postpaid 40	Digi Postpaid 60	Digi Postpaid 90	Digi Postpaid 120	Digi Postpaid 150	Family 20	Family 30	Family 45
Pakej PowerJimat	Subject to device selection							
Phone Freedom 365	Subject to device selection							
Normal Contract	Subject to device selection							
Internet Top-Up	RMD	RMD	RMD	RMD	RMD	RMD	RMD	RMD
Unlimited Social	x	RMD	RMD	RMD	RMD	x	RMD	RMD
Digital Service Rebate	x	x	RM10	RM12	RM15	x	x	x
Roam Like Home	x	x	RMD	RMD	RMD	x	x	x
Unlimited Gaming	x	x	RMD	RMD	RMD	x	x	x
Unlimited Streaming	x	x	RMD	RMD	RMD	x	x	x

5. Termination

- 5.1. All requests for termination must be completed at selected Digi Stores and Digi Store Express only.
- 5.2. The Customer must complete payment of all outstanding fees owed by the Customer to Digi before termination is allowed.

5.3. Early Termination is defined as:

5.3.1. Termination of the Contract before the expiration of the Term.

5.3.2. Termination based on either below scenarios:

5.3.2.1. Port out to other operators and/or terminate the Contract; or

5.3.2.2. Downgrade, suspend or terminate of Postpaid Plan subscribed under this Contract.

5.4. Early Termination is subject to a termination fee. The Customer is liable to pay the fee amount as illustrated in the table below, including all outstanding amount owed by the Customer to Digi:

5.4.1. The termination fee will be charged during point of sale (POS) during the Early Termination process at selected Digi Stores and Digi Store Express. Otherwise, the Customer will receive the amount charged to the bill.

5.4.2. Digi reserves the absolute right to suspend, block and/or terminate the Plan, Contract Offering and/or device without compensation or prior notice as a result of a breach of the Terms and Conditions, or other related terms and conditions; where fraud is suspected or found to have been committed; or failure to make payment for two (2) consecutive months or any other period as may be reasonably determined by Digi from time to time. Digi's rights here are in addition to and without prejudice to any other rights that it has.

Add-on Deals (Contract)

1. PhoneFreedom 365

1.1. General

- 1.1.1. This Contract Offering is a mobile device offering which requires the Customer to subscribe to a 24-month Contract (referred as "PF365 Plan" for purposes of this section) offered to Customers who meet the eligibility criteria. The Customer hereby consents to Digi to undertake all necessary checks to determine Customer's eligibility.
- 1.1.2. This Contract Offering is offered to all new and existing subscribers of Digi Postpaid Plan with the following requirements to be met during registration:
- 1.1.2.1. Customer must be present with the original NRIC upon registration;
 - 1.1.2.2. Biometric thumbprint scan must match the NRIC thumbprint to qualify for registration;
 - 1.1.2.3. Credit card auto-billing subscription must be active throughout the contract period; and
 - 1.1.2.4. For Port In customers, the last three (3) months bill of the current operator must be submitted during registration.
- 1.1.3. PF365 Plan is restricted to one (1) Customer with a valid original NRIC for up to maximum three (3) registration only according to the principal plan eligibility as per below:

Principal Line	Digi Postpaid 60	Digi Postpaid 90	Digi Postpaid 120	Digi Postpaid 150
PhoneFreedom 365 Eligibility	1	3	3	3

- 1.1.4. Only a Malaysian citizen may apply the PF365 Plan.
- 1.1.5. For customers, who choose a credit card as the payment option, auto-billing will be mandatory.

- 1.1.6. All registrations must be completed at any participating Digi Store, Digi Store Express and Digi Online Stores.
- 1.1.7. All successful registration at Digi Store, Digi Store Express and Digi Online Stores cannot be cancelled. No refund will be entertained and an early termination fee is imposed for customers with existing contracts.
- 1.1.8. Customers who are on Digi Postpaid Plans (with supplementary mobile line) or existing PhoneFreedom 365 contract will need to walk into any Digi Store or Digi Store Express to sign up, change or re-contract a PF365 Plan.
- 1.1.9. The monthly payment under the PF365 Plan consists of (a) payment for the device ("Device Payment Monthly Price"); and (b) the Postpaid Plan ("Mobile Service Plan"). Advance Payment may be applicable in accordance with checks on Customer's eligibility.
- 1.2. Digi Store Online Purchases
 - 1.2.1. Eligible customers for PF365 Plans are entitled to sign up only one (1) Mobile Device per NRIC from Digi Store Online.
 - 1.2.2. For purchases made via Digi Store Online, both the Device Payment Monthly Price and monthly Mobile Service Plan fee will be activated immediately once the transaction is successfully processed during pre-order or while the Mobile Device is being delivered.
 - 1.2.3. For port-in customers, plan and device Advance Payment are applicable upon checkout via Digi Store Online.
 - 1.2.4. Customers must not have any overdue bills before proceeding to make a purchase on Digi Store Online.
- 1.3. Miscellaneous
 - 1.3.1. 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.

- 1.3.2. **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. Digi is not responsible for replacing Customer's 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.

2. Pakej PowerJimat

- 2.1. This Contract Offering is a mobile device bundle offering, where Customer will pay a pre-determined amount in advance and subscribe to either a 12-month Contract or a 24-month contract, for the use of a mobile device provided by Digi. The upfront amount and monthly fee commitment shall depend on the mobile device selection. All mobile devices are subject to availability.
- 2.2. The advance payment shall be refunded into the monthly Plan bill throughout the contract period.
- 2.3. Effective from 1st March 2022, the eligibility for this Contract Offering is dependent on the Plan subscribed by the Customer, as illustrated in the table below. For the avoidance of doubt, eligibility shall always be assessed in the name of the Customer registered under the Principal Line:

Pakej PowerJimat	New Line Registration	Port-In	Prepaid to Postpaid Conversion	Existing Digi Postpaid Subscriber
Digi Postpaid 60	✓	✓	✓	✓
Digi Postpaid 90*	✓	✓	✓	x

- 2.4. Both Malaysians and non-Malaysians are eligible to subscribe to the Device Offering subject to the eligibility criteria determined by Digi from time to time.
- 2.5. All registrations must be completed at any of the participating locations below:

Pakej PowerJimat	Digi Store	Digi Store Express	Digi Dealer	Digi Online Stores
Digi Postpaid 60	✓	✓	✓	✓
Digi Postpaid 90*	✓	✓	x	x

- 2.6. Upon acceptance, all successful registrations at the Digi Store, Digi Store Express, Digi Dealer and Digi Online Stores cannot be cancelled. The Contract Offering and Device are not refundable and cannot be exchanged for cash. In the event of any cancellation requests during the Contract period, early termination fees shall be imposed as specified below:

Pakej PowerJimat	Early Termination Fee Value
Digi Postpaid 60	One-time fee of RM300 (inclusive of administration fee)
Digi Postpaid 90	[Recommended Retail Price (RRP) – Device Advance/ 24 contractual months]* Remaining number of months left to contract expiry

- 2.7. The customer is restricted to only one (1) Contract Offering per postpaid line for up to a maximum of the principal plan eligibility below:

Pakej PowerJimat	Maximum Contract Eligibility
Digi Postpaid 60	One(1) Pakej PowerJimat contract with a valid original NRIC.
Digi Postpaid 90	Up to four (4) Pakej PowerJimat contracts under one(1) NRIC.

3. Normal Contract

- 3.1. This Contract Offering is a mobile device bundle where Customer will pay a determined upfront amount and subscribe to a 24-month Contract, for the use of a mobile device provided by Digi. The upfront amount and monthly fee commitment shall depend on the mobile device selection. All mobile devices are subject to availability.
- 3.2. Both Malaysians and non-Malaysians are eligible to subscribe to the Device Offering subject to eligibility which Digi may determine from time to time.
- 3.3. All registrations must be completed at any participating Digi Store and Digi Store Express.
- 3.4. All successful registration at Digi Store and Digi Store Express cannot be cancelled. No refund will be entertained and an early termination fee is imposed for customers with existing contracts.

4. Internet Top-Up

- 4.1. This Contract Offering allows Customers to enjoy additional Mobile Internet Data every month when Customer subscribes for a 12-month Contract.
- 4.2. The Internet Top-Up will be automatically provisioned to customers every month and will begin upon the registration of the Contract. Any applicable charges for this Contract Offering shall be automatically charged to bill.
- 4.3. Customers subscribed to this Contract Offering shall be eligible to purchase on demand the Add-On for Internet Top-Up.
- 4.4. The additional Mobile Internet Data provided under this Contract Offering is subject to Digi Postpaid terms and conditions, in particular the section on Mobile Internet Quota Allocation.
- 4.5. In the event that customers are eligible for unlimited data and hotspot offering as part of internet top-up with Contract, customer's hotspot usages are limited to 10Mbps and only 3 devices at any point of time and peer to peer downloads are capped at 64kbps.
- 4.6. Fair Usage Policy applies to the Unlimited Internet & Unlimited Hotspot add-on quota. If the Customer's usage exceeds Digi's fair usage limit of

999GB per month, the Customer's internet usage will automatically be switched to their next available bucket, which may be chargeable, and/or the Customer's internet access will be limited and switched to 2G speed until the start of the following bill cycle or subscription.

- 4.7. In respect of the Customers who are in violation of Digi's Fair Usage Policy, Digi may, at its option and discretion, take any responsive action including, but not limited to, having the Customer's bandwidth managed, Digi Internet Services suspended or terminated (with or without notice as Digi considers appropriate). Digi reserves the right to review its Fair Usage Policy at any time without prior notice.

5. Unlimited Social

- 5.1. This Contract Offering allows Customers to enjoy Unlimited Mobile Internet Data every month for Social Media consumption on Instagram, Facebook, TikTok and Twitter ("Social Media Sites") when Customer subscribes for a 12-month Contract.
- 5.2. The Unlimited Social quota will automatically be provisioned to customers every month and will begin upon the registration of the Contract. Any applicable charges for this Contract Offering shall be automatically charged to bill.
- 5.3. Customers subscribed to this Contract Offering shall be eligible to access all allowed Social Media Sites.
- 5.4. Customers' Internet plan quota will not be used when Customers access the Social Media Sites.

6. Digital Service Rebate

- 6.1. This Contract Offering offers a rebate of up to RM15 from Google Play, Apple App Store and EasyAdd platform (excluding RGG) ("Rebate") when Customer subscribes for a 12-month Contract.
- 6.2. Rebate will be applicable to Customers who subscribes to digital services for Google Play, Apple App Store and EasyAdd platform (excluding RGG) via his/her Postpaid Line.

- 6.3. The digital services transaction ("Transaction") needs to be done via Digi Operator Billing (DOB) in order for the Rebate to be successful.
- 6.4. If the value of the Transaction is higher than the value of the Rebate, Customer will be liable to pay the difference to perform the Transaction. If the value of the Transaction is lower than the value of the Rebate, the difference shall be forfeited and Digi will not be liable to refund the difference or carry forward the same for the Customer.
- 6.5. Total rebate will be calculated each respective billing month.
- 6.6. The Rebate shall only apply to the Digital Services subscription fee excluding any Service Tax. Customers are required to fully pay the Service Tax incurred from the digital subscriptions.

7. Roam Like Home

- 7.1. This Contract Offering allows Customers to enjoy a discounted or free bundle combination of fixed roaming voice minutes and Mobile Internet/data roaming quota by subscribing for a 12-month Contract.
- 7.2. Standard domestic charges shall continue to apply in accordance with the Customer's Digi Postpaid Plan.
- 7.3. Unless stated otherwise, the general terms and conditions for Roam Like Home shall apply to this Contract Offering. For more details on roaming, please [click here](#).
- 7.4. Roaming voice minutes included in this Contract Offering is only applicable for roaming voice calls from the Customer's Digi Postpaid Line with participating countries and network
 - 7.4.1. to a Malaysian mobile number or a Malaysian fixed-line number (Roaming Call Home);
 - 7.4.2. to a mobile/fixed line number of the visiting participating country (Roaming Call Local); and
 - 7.4.3. receiving calls while you are in the participating country.

8. Unlimited Gaming

- 8.1. This Contract Offering allows Customers to enjoy Unlimited Mobile Internet Data every month for gaming consumption on the specified game titles under Digi RDY Game Partners when Customer subscribes for a 12-month Contract.
- 8.2. The game titles covered are limited to the following only:
 - 8.2.1. PI PUBG
 - 8.2.2. Mobile Legends: Bang Bang
 - 8.2.3. FreeFire
 - 8.2.4. Call of Duty
 - 8.2.5. AoV (Arena of Valor)
 - 8.2.6. League of Legends (Wild Rift)
 - 8.2.7. League of Legends (PC)
- 8.3. The Unlimited Gaming quota will automatically be provisioned to customers every month and will begin upon the registration of the Contract. Any applicable charges for this Contract Offering shall be automatically charged to bill.
- 8.4. Fair Usage Policy applies to the Unlimited Gaming add-on quota. If the Customer's usage exceeds Digi's fair usage limit of 999GB per month, the Customer's internet usage will automatically be switched to their next available bucket, which may be chargeable, and/or the Customer's internet access will be limited and switched to 2G speed until the start of the following bill cycle or subscription.
- 8.5. In respect of the Customers who are in violation of Digi's Fair Usage Policy, Digi may, at its option and discretion, take any responsive action including, but not limited to, having the Customer's bandwidth managed, Digi Internet Services suspended or terminated (with or without notice as Digi considers appropriate). Digi reserves the right to review its Fair Usage Policy at any time without prior notice.

9. Unlimited Streaming

- 9.1. This Contract Offering allows Customers to enjoy Unlimited Mobile Internet Data every month for streaming movies and videos on Netflix and YouTube ("Streaming Platforms") when Customer subscribes for a 12-month Contract.

- 9.2. The Unlimited Streaming quota will automatically be provisioned to customers every month and will begin upon the registration of the Contract. Any applicable charges for this Contract Offering shall be automatically charged to bill.
- 9.3. Fair Usage Policy applies to the Unlimited Streaming add-on quota. If the Customer's usage exceeds Digi's fair usage limit of 999GB per month, the Customer's internet usage will automatically be switched to their next available bucket, which may be chargeable, and/or the Customer's internet access will be limited and switched to 2G speed until the start of the following bill cycle or subscription.
- 9.4. In respect of the Customers who are in violation of Digi's Fair Usage Policy, Digi may, at its option and discretion, take any responsive action including, but not limited to, having the Customer's bandwidth managed, Digi Internet Services suspended or terminated (with or without notice as Digi considers appropriate). Digi reserves the right to review its Fair Usage Policy at any time without prior notice.
- 9.5. Customers subscribed to this Contract Offering shall be eligible to stream movies and videos from all allowed Streaming Platforms.
- 9.6. Customers' Internet plan quota will not be used when Customers are streaming on the Streaming Platforms.