

## Celcom Business Fibre™

The Service (as hereinafter defined) is made available by Celcom to the Customer subject to these terms and conditions for the Service (the “Terms and Conditions”) which shall always be read together with the [General Terms and Conditions for Enterprise Services](#) (“GTC”) published on Celcom’s Website as of the Effective Date (as defined herein). Nothing in the Terms and Conditions shall be construed as limiting any other rights Celcom may have under the Agreement (as defined herein) unless specifically stated otherwise. The Agreement shall come into effect on the date of execution of the Registration Form (as defined herein) by the Customer (“Effective Date”) and shall continue to be in force until terminated in accordance with the Terms and Conditions stipulated herein.

By subscribing to the Service, in addition to the Terms and Conditions, the Customer (as defined herein) shall be subject to Celcom’s Privacy Policy and Fair Usage Policy which are made available [here](#) as amended from time to time. In the event of any inconsistency between the provisions of the Terms and Conditions and the terms and conditions of Privacy Policy and Fair Usage Policy, such inconsistency shall be resolved by giving precedence in the following decreasing order (i) the Terms and Conditions; (ii) Privacy Policy; and (iii) the Fair Usage Policy.

### 1. Definitions

For the purpose of the Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

<b>"Account"</b>	means an account opened for the Customer (as defined herein) with Celcom for subscribing to the Service;
<b>"Activation" or "Activated"</b>	means the point in time when the Service is activated in Celcom’s System;
<b>"Agreement"</b>	means the completed Registration Form (as defined herein), the Terms and Conditions and the GTC, including any addendums (“Addendums”) and all subsequent amendments and variations to the Terms and Conditions and Addendums;
<b>"Bill"</b>	means the statement issued by Celcom, in the format as determined by Celcom, to the Customer from time

	to time in respect of the Service (as defined herein) and the term "Bill" shall also include Invoice;
"Celcom"	means Celcom Mobile Sdn Bhd (Company Registration No. 197601002188 (27910-A));
"Celcom Business Fibre™"	means High Speed Internet (HSI) access that uses optical fibre technology offered as part of the Service;
"Celcom Business Fibre™ Modem"	means the Broadband Termination Unit (BTU) or Optical Network Termination Unit (ONT) leased to the Customer for the provision of the Service or any other equipment as determined by Celcom from time to time at its sole discretion;
"Celcom Business Fibre™ Router"	means the Residential Gateway (RGW) leased to the Customer for the provision of the Service or any other equipment as determined by Celcom from time to time at its sole discretion;
"Celcom's System"	means the telecommunication system utilized including but not limited to any Celcom Business Fibre™ Router, facility, apparatus, plant, pole, line, wire or cable installed at the Service Address by Celcom for provision of the Service;
Customer	refers to the person authorised to use the Service subject to the Terms and Conditions herein and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come in force more particularly described in the Registration Form (as defined herein).
"Credit Limit"	means the limit on monthly charges as may be imposed by Celcom at its sole and absolute discretion from time to time;
"Equipment"	means the hubs, routers, servers (for Networking purposes), the Customer's personal computer

	(equipped with CD Drive and LAN connection card (NIC)) and conforms to the specifications prescribed by Celcom upon the Customer's registration for this Service;
"Installation" or "Standard Installation"	refers to the installation of High-Speed Internet (HSI) which includes: <ul style="list-style-type: none"> <li>i. 15 metres of fibre cable to the Service Address;</li> <li>ii. 85 metres of fibre cable within the vicinity of the Service Address from the nearest fibre distribution panel to the termination box; and</li> <li>iii. 15 metres of fibre cable from the Service Address to the termination box and access termination box;</li> </ul>
"Installation Date"	means the date requested by the Customer in the Registration Form or any other dates available for the supply, delivery, installation, and activation of the HSI at the Service Address;
"Installation Form"	refers to the Installation Form duly acknowledged by the Customer for Installation to take place and to be completed, which has been accepted and approved by Celcom;
"Invoice"	means the statement issued by Celcom to the Customer to supplement or as a supplement to the Bill;
"Registration Form"	refers to the Service Agreement Form ("SAF") duly completed by the Customer to subscribe to the Service, which has been accepted and approved by Celcom;
"Service(s)"	means telecommunication services including HSI specifically known as Celcom Business Fibre™ to be provided by Celcom to the Customer pursuant to the Agreement;
"Service Address"	means the address where Celcom agrees to provide the Service to the Customer;

"SKMM"	means Suruhanjaya Komunikasi dan Multimedia Malaysia also known as the Malaysian Communications and Multimedia Commission, established under the Communication and Multimedia Commission Act 1998;
"Spam"	means unsolicited electronic messages sent through various communication modes including but not limited to email or instant messaging services regardless of the existence of the prior relationship between the sender and the recipient and regardless of content whether commercial, non-commercial or messages including malicious program and/or content and/or data including unsolicited messages, videos, advertising, marketing or promotional materials;
"Terms and Conditions"	means this Terms and Conditions for the Service, together with the GTC and the specific terms and conditions of each Service (if applicable) as may be varied or modified from time to time at Celcom's sole discretion;
"User"	refers to the Customer or in the case of a company, any person nominated by the company to be the User;
"Value Added Service" or "VAS"	means additional functions, features or facilities which are currently available or will be made available by Celcom from time to time and maybe subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP and other interactive applications and/or services over the Internet and/or intranet;
"Working Days"	means save for the states of Kedah, Terengganu, Kelantan and Johor, Mondays to Fridays and Saturdays (half day), excluding public holidays, Saturdays (half day) and Sundays. In the states of Kedah, Terengganu, Kelantan and Johor Sundays to Thursdays and Fridays (half day), excluding public holidays, Fridays (half day) and Saturdays;

## 2. Period of Agreement

- (1) The Agreement shall take effect from the Effective Date of the Service and shall continue to be in force until terminated in accordance with the terms and conditions of the Agreement.
- (2) Notwithstanding Clause 2(1) above, the minimum subscription period of the Service shall be twenty-four (24) months from the Activation Date of Celcom Business Fibre™ (“Minimum Subscription Period”).
- (3) In the event of early termination of the Service prior to the expiry of the Minimum Subscription Period, the following early termination fee shall be imposed on the Customer and reflected in the Customer’s final bill:
  - i. A fee based on the remaining months of Minimum Subscription Period; or
  - ii. RM500, whichever is higher. The remaining months in Clause 2(3)(i) is calculated as: Monthly fee x remaining months of Minimum Subscription Period.

## 3. Provision of the Service

- (1) The Service is only available in certain coverage areas. To know whether the Customer is within the coverage area, the Customer may contact Celcom service centers, call centers, branches, agencies, or by visiting [here](#).
- (2) Upon registration of the Service, the Customer shall receive the following:
  - a. Celcom Business Fibre™ details; and
  - b. the Customer’s particulars and Installation details.
- (3) Upon subscription to the Service, the Customer shall receive the following:
  - a. Celcom Business Fibre™ with subscribed speed and usage which will be activated upon successful Installation.
- (4) The Customer may request for:
  - a. cancellation of the Service (“Cancellation”) at no charge provided that the Cancellation is requested at least four (4) days prior to the Installation Date. However, if the request for Cancellation is made any later than the aforementioned period, the Customer shall be subject to a Cancellation fee of RM200 per request;
  - b. upgrading from the Customer’s subscribed package to any other package offered under the Service prior to or after the expiry of the Minimum Subscription Period at no charge with renewal on the Minimum Subscription Period;
  - c. downgrading from the Customer subscribed package to any other package offered under the Service prior to or after the expiry of the Minimum Subscription Period subject to a downgrading fee of RM50 with renewal on the Minimum Subscription Period; or
  - d. alteration or customization to the Celcom Business Fibre™ Services configuration or relocation of the Service at any Celcom branch, Blue Cube outlets, or Celcom Customer Service (“Request”) subject to the availability of the Service at the new location at the rate of RM200 per Request.

- (5) The Customer acknowledges that Celcom has the absolute discretion to reject any request for upgrading and downgrading the package without assigning any reasons.
- (6) For every subscription of either Celcom Business Fibre 300Mbps, 500Mbps, 800Mbps & 1Gbps, the Customer is entitled to Cloud PABX at no additional charge. To be eligible and have continued usage of Cloud PABX for a period of twenty four (24) months at no additional charge, ("the Subscription"), the Customer shall be a subscriber of Celcom Business Fibre 300Mbps, 500Mbps, 800Mbps & 1Gbps and subject to the terms and conditions below:
- a. In the event the Customer ceases to meet the eligibility criteria above, the Subscription will terminate automatically without any prior notice.
  - b. In the event the Customer decides to continue the Cloud PABX subscription after the Subscription period, monthly charges will be reflected on the Customer's principal mobile bill.
  - c. The Customer is entitled to receive only one (1) time for the Subscription throughout the Customer's tenure with Celcom. Upgrading or downgrading any of the Customer's Business Fibre Plan during the Service Term will not change or refresh the Subscription period.
  - d. For Cloud PABX, unlimited calls can only be utilised domestically i.e., within the Malaysia network only. Calls made overseas are subjected to roaming charges. The Customer shall be charged based on the call rates imposed by the respective roaming operators for call usage while roaming with overseas roaming partners. For the avoidable of doubt, such unlimited calls cannot be used to redeem for cash or credit, are non-transferable, whether by operation of law or otherwise, either to any other person, entity or any other postpaid account, and unused balance is not applicable to be carried over to the next bill cycle.
  - e. For any excessive usage, or on suspicion of fraud, any illegal practice or unusual activity in respect of the Customer's Account with, at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party to discontinue, disconnect, interrupt, bar or suspend the service for such period of time as shall deem fit.

#### 4. Installation

- (1) The Customer shall ensure that the Customer have the following items required for the Installation, including without limitation:
  - a. the Equipment;
  - b. power socket; and
  - c. any other requirement by Celcom as may be informed from time to time.
- (2) If the Installation is to be performed at a high rise building, the Customer shall ensure that the Customer obtains the necessary permissions and approvals from the building's management including procuring the approval for Celcom's access to the main distribution frame (MDF) room and/or the subscriber distribution frame (SDF) room on the Installation Date.
- (3) Upon Celcom's acceptance of the Customer's Registration Form for the Service ("Acceptance"):
  - a. the Customer will receive an e-mail from Celcom containing the Customer's Service registration information upon the Acceptance;
  - b. the Customer will receive an Installation Appointment Reminder Call from Celcom to confirm the Installation Date prior to the Installation Date;
  - c. the Customer will receive an Installation Appointment Confirmation Call from Celcom or its authorized representative and/or registered contractor who shall perform the Installation ("Celcom TechXpert") on the day of the Installation to confirm the estimated arrival time and to re-ensure the Customer's readiness as prescribed in Clause 4.1 above, failing which Celcom reserves the right to impose a fee of RM200 for the inability of Celcom TechXpert to complete the Installation; and
  - d. Celcom TechXpert shall perform the Standard Installation which may take from three (3) to six (6) hours for all premises ("Installation Time") on the Installation Date upon the Customer's approval of the Installation design on the Installation Form provided to the Customer by Celcom TechXpert.
- (4) Celcom shall not be liable for any damages arising out of or resulting from the work done by Celcom TechXperts.
- (5) Notwithstanding Clause 4(3) above:
  - a. the Installation Date may vary depending on Celcom TechXpert's availability and the Customer may be required to provide an alternative date for the Installation if the Installation Date is not available; and
  - b. Celcom may allow the Customer to request a deference of the Installation Date ("Deference") at no charge provided that the Deference is requested no later than four (4) days prior to the Installation Date ("Deference Period"). However, if the Deference request is made any later than the aforementioned period, the Customer shall be subject to a re-scheduling fee of RM200 per Deference request.
- (6) In the event that the Customer requests a non-standard installation of the Service ("Non-standard Installation"), the cost of the Non-standard Installation shall be borne by the Customer.

- (7) Subject to Clause 4(6) above, the Non-standard Installation request shall be made directly to the Celcom TechXpert, and the cost thereof shall be paid directly to Celcom TechXpert.
- (8) In the event, the Services cannot be installed and/or activated on the Installation Date due to:
- a. the Customer's failure to make the premise at the Service Address ready and available for installation as prescribed by Clause 4(1) above; or
  - b. the Customer's failure to obtain the necessary permissions, approvals, consents, licenses including access to the MDF room or SDF room; or
  - c. any reason whatsoever which is not due to Celcom's fault the Customer may request to change the Installation Date to another date subject to a fee of RM200.
- (9) In the event that the circumstances prescribed in Clause 4(8) continue for a period of three (3) months from the Registration Date, Celcom reserves the right to deny the Customer's application for the Service. Any cost associated with the preparation for the Installation and/or Activation of the Service shall be borne by the Customer.

## **5. Celcom Business Fibre™ Modem**

### **(1) Celcom Business Fibre™ Modem's Condition**

The Celcom Business Fibre™ Modem is provided by a third party and comes with a twelve (12) month warranty ("Celcom Business Fibre™ Modem Warranty Period"). For the avoidance of doubt, the warranty does not cover damages or loss of the Celcom Business Fibre™ Modem resulting from:

- a. act of vandalism done by anyone other than Celcom;
- b. burglary;
- c. the Customer's misuse, abuse, negligence; or
- d. accident.

### **(1) Ownership of Celcom Business Fibre™ Modem**

The Celcom Business Fibre™ Modem remains the property of Celcom at all times.

### **(2) Pursuant to Clause 5(2) above:**

- a. there shall be no option to purchase the Celcom Business Fibre™ Modem;
- b. upon expiry of the Agreement or termination of the Service by Celcom for any reason whatsoever, Celcom shall make an appointment to dismantle and collect the Celcom Business Fibre™ Modem from the Service Address; and
- c. in the event that Celcom fails to recover the Celcom Business Fibre™ Modem due to reasons other than Celcom's fault or the Celcom Business Fibre™ Modem is found to be damaged or faulty, the Customer shall be liable to pay the charges prescribed under Clause 9(2) below.

## **6. Celcom Business Fibre™ Router**

### **(1) Celcom Business Fibre™ Router's Condition**

The Celcom Business Fibre™ Router is provided by a third party and comes with a twenty-four (24) months warranty (Celcom Business Fibre™ Router Warranty



Period"). For the avoidance of doubt, the warranty does not cover damages or loss of the Celcom Business Fibre™ Router resulting from:

- a. normal wear and tear;
  - b. unauthorized disassembly, repair, alteration or modifications including unauthorized connection carried out by the Customer on the Celcom Business Fibre™ Router;
  - c. misuse, abuse, negligence, or accident howsoever caused to the Celcom Business Fibre™ Router;
  - d. improper testing, operation, maintenance, installation, or any alteration or modification of the Celcom Business Fibre™ Router;
  - e. corrosion, rust or the use of wrong voltage or natural oxidation; and
  - f. damage from an unstable voltage or lightning strike or any matters beyond Celcom's control.
- (2) Ownership of the Celcom Business Fibre™ Router  
The Celcom Business Fibre™ Router shall belong to the Customer upon successful installation of the Service onwards.

## **7. Exclusion of Warranties**

- (1) The warranties under Clauses 5(1) and 6(1) above shall not be applicable upon the occurrence of the following events:
- a. the expiry of the respective Celcom Business Fibre™ Modem or Celcom Business Fibre™ Router Warranty Period;
  - b. the serial number or warranty seal on the Celcom Business Fibre™ Modem or Celcom Business Fibre™ Router has been altered, defaced, or removed;
  - c. the labels on the Celcom Business Fibre™ Modem or Celcom Business Fibre™ Router have been destroyed, moved, or modified;
  - d. the serial number on the Celcom Business Fibre™ Modem or Celcom Business Fibre™ Router differs from the serial number captured in the system based on the Customer's acknowledgment of the Service Activation; an
  - e. the Customer fails to notify Celcom of the alleged defect or malfunction of the Celcom Business Fibre™ Modem Celcom Business Fibre™ Router within the respective Celcom Business Fibre™ Modem or Celcom Business Fibre™ Router Warranty Period.

## **8. Defective Celcom Business Fibre™ Modem and Celcom Business Fibre™ Router**

Defects or discrepancies, in or like an objection to the Celcom Business Fibre™ Modem and Celcom Business Fibre™ Router shall be reported to Celcom within forty-eight (48) hours of the Customer's receipt of the Celcom Business Fibre™ Modem and Celcom Business Fibre Router™, failing which it shall be conclusively presumed that the Celcom Business Fibre™ Modem and Celcom Business Fibre Router were received by the Customer in good condition.

## 9. Damage to the Celcom Business Fibre™ Modem and Celcom Business Fibre™ Router

- (1) The Customer shall be responsible to pay for the loss of or damage to the Celcom Business Fibre™ Modem and Celcom Business Fibre™ Router, due to or as a result of fire, theft, negligence, willful destruction, or improper usage.
- (2) Subject to Clause 9(1) above, the Customer shall be charged with the following charges for the replacement of the lost or damaged Celcom Business Fibre™ Modem and Celcom Business Fibre™:
  - i. RM300 for and Celcom Business Fibre™ Modem; and
  - ii. RM300 for the and Celcom Business Fibre™ Router.

## 10. Deposit

- (1) Celcom may request payment for registration of the Service which may include without limitation a refundable deposit (“Deposit”).
- (2) Celcom reserves the right to utilize the Deposit to offset any amount due from the Customer to Celcom including but not limited to any outstanding charges under any of the Customer’s Accounts.
- (3) Subject to Clause 10(2) above, any balance Deposit exclusive of interest (if any) will be returned to the Customer within four (4) months from the date of the termination of this Agreement subject to the deduction of any amount claimed by Celcom in the event of the Customer’s breach of any of the terms of this Agreement.

## 11. Packages

- (1) If the Customer’s subscription to the Service is made pursuant to a package or promotional package (“Package”), the Customer agrees to be subject to the additional terms and conditions applicable to the Package.
- (2) Celcom reserves the right to amend the Packages from time to time at its discretion or to withdraw the Packages at any time without assigning reasons for such withdrawal and migrate the Customer to another package or promotional package as Celcom deems fit.
- (3) Upon subscription to the Service, the Customer may subscribe to the following Packages:
- (4)

Plan		Celcom Business Fibre™ 30Mbps	Celcom Business Fibre™ 100Mbps	Celcom Business Fibre™ 300Mbps	Celcom Business Fibre™ 500Mbps	Celcom Business Fibre™ 800Mbps	Celcom Business Fibre™ *1Gbps
Fee	Published Monthly	RM98	RM129	RM189	RM239	RM289	RM299
Internet	Download Speed	30Mbps	100Mbps	300Mbps	500Mbps	800Mbps	*1Gbps
	Upload Speed	30Mbps	50Mbps	50Mbps	100Mbps	200Mbps	200Mbps

	Quota	Unlimited
Device	Router	FREE
Others	Standard Installation Fee	FREE

## 12. Additional Service

(1) Upon subscription to the Service, the Customer may subscribe to the Value-Added Service subject to the following:

- a. the Customer may subscribe to the VAS provided by Celcom from time to time subject to the terms and conditions of the respective VAS;
- b. the Customer acknowledges that the Customer's ability to access and use the information via the VAS depends on the features and functionality of the Customer's Celcom Business Fibre™ Router and the nature and quality of the information being accessed via the VAS;
- c. Celcom does not represent, warrant, or guarantee that the Customer's and Celcom Business Fibre™ Router will be able to access the VAS; and
- d. Celcom reserves the right to withdraw the VAS provided to the Customer at any time without notice and Celcom shall not be liable for any losses or damages suffered by the Customer or any third party due to such withdrawal.

## 13. Customer's Responsibility

(1) The Customer shall:

- a. inform Celcom immediately of any changes in any of the personal information collected by Celcom from the Customer ("Personal Information");
- b. comply with all notices or instructions given by Celcom from time to time in relation to the use of the Service;
- c. be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed, and/or obtained through the use of the Service;
- d. be responsible for all usage of and charges for the Service including but not limited to the payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions in a timely manner;
- e. be fully responsible for any data transmitted or broadcasted by the Customer or persons using the Customer's Celcom Business Fibre™ Router;
- f. comply with all applicable laws of Malaysia relating to the Service, including without limitation to the Communication and Multimedia Act 1998 and its subsidiary legislation, other acts, statutes, by-laws, rules, and regulations issued by relevant government and regulatory agencies which may be amended from time to time;
- g. take all reasonable steps to prevent the fraudulent, improper, or illegal use of the Service;

- h. cease to utilize the Service or any part thereof for such period as may be required by Celcom;
  - i. report immediately to Celcom upon the discovery of any fraud, theft, loss, unauthorized usage, or any other occurrence of unlawful acts in relation to the Celcom Business Fibre™ Router and its use. The Customer agrees to lodge a police report whenever instructed by Celcom and to give Celcom a certified copy of such report; and
  - j. indemnify and shall keep indemnified Celcom from any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation, including but not limited to legal fees, whatsoever arising from the Content transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of the Customer's or any unauthorized use or exploitation of the Services or part thereof.
- (2) The Customer shall not use the Service:
- a. to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
  - b. to cause excessive or disproportionate load on the Service or Celcom's System;
  - c. for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character;
  - d. for any purpose which is against the public interest, public order or national harmony;
  - e. use, permit or cause the Service to be used improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require Celcom to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other user from using or enjoying the Service or the Internet;
  - f. to transmit or post any content that contains any harmful, damaging, or destructive programs;
  - g. to run programs or servers that provide network content or connectivity to any third party, not at the location where the connection is installed (including but not limited to FTP, HTTP, game, newsgroup, proxy, and IRC servers); or
  - h. to transmit Spam.

#### **14. Celcom's Rights**

- (1) Celcom reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend the Service or any part thereof without prior notice and

Celcom shall not be liable for any loss or inconvenience to the Customer resulting therefrom.

- (2) Celcom reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend these Terms and Conditions or any part thereof. The Customer may refer to Celcom's Website for the revised Terms and Conditions. The Customer's continued use of the Service after the effective date of any variation, addition, or amendments to these Terms and Conditions shall constitute the Customer's unconditional acceptance of such variations, additions, or amendments.
- (3) Unless otherwise notified by the Customer, the Customer agrees that Celcom may send the Customer notifications relating to promotional and marketing activities from time to time.
- (4) Celcom may extract any Personal Information or any other data from the Customer which is required to be used as evidence in court and/or when necessary in the event of a suspected and or proven misuse of the Service.
- (5) Celcom reserves the right to manage the Customer's allocated bandwidth including but not limited to reducing the speed, suspending or terminating the Customer's bandwidth to the Service to ensure fair access to all Celcom customers on the same network with or without prior notice to the Customer as prescribed in the Fair Usage Policy.

## **15. Personal Information**

The Customer agrees that by executing the Registration Form or by continuing to use the Service, the Customer is giving consent to Celcom that the information collected by Celcom from the Customer ("Personal Information") will be used and/or disclosed in accordance to our Privacy Notice as posted on our website [here](#) and Personal Data Protection Act 2010. The Customer is advised to read our [Privacy Notice](#) to understand the Customer's rights with regards to the Customer's Personal Information.

## **16. Disclaimer**

- (1) This Service is provided on a "best effort" basis. Celcom disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to:
  - i. availability, accessibility, timeliness, continuous and uninterrupted use of the Service or secure access to the Internet; and
  - ii. sequence, accuracy, completeness, timeliness or the security of any data, Content or information provided to the Customer as part of the Service.
- (2) Notwithstanding Clause 16(1), above, the availability and speed of the Service shall be subject to the following:
  - i. Celcom's network availability; and
  - ii. the Customer's Celcom Business Fibre™ Router capability including but not limited to the coverage, location, Celcom's network traffic and the type of data being transmitted by the Customer.

## **17. Celcom's Liability**

- (1) Celcom shall not be liable for any costs, loss or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Customer's usage of the Service or for whatsoever reason under the Agreement.
- (2) Without limiting the generality of Clause 17(1) above, Celcom shall not be liable for:
  - i. any claim for libel, slander, infringement of any intellectual property rights arising from the transmission or receipt of material in connection to the Service and any claims arising out of the Customer's act or omission in relation to the Service or any part thereof;
  - ii. any loss or damage caused to the Customer as a result of the suspension/barring/termination of the Agreement or due to the interruption/loss of the Service or any part thereof from any cause whatsoever; or
  - iii. any loss, distortion or corruption of data arising from the Customer's usage of the Service to transmit or receive data at any stage of the transmission including but not limited to any unlawful or unauthorized access to the Customer's transmission or receipt of such data.
- (3) Notwithstanding the foregoing, the Customer agrees that Celcom's entire liability in contract, tort (including negligence or breach or statutory duty) or otherwise to the Customer (except for death or personal injury caused by Celcom's negligence), shall not at any time exceed the sum of RM500 or the total of the Customer's charges in the three (3) months preceding the relevant event(s), whichever is lower.

## **18. Content**

The Content provided by Celcom via the VAS is provided by Celcom or third parties. Celcom does not filter or edit the Content. The Customer acknowledges that Celcom is under no obligation to censor the Content or information provided even if it is co-branded or promoted by Celcom. By using the VAS, the Customer does not acquire any rights or interests to the Content and the Customer agrees not to distribute the Content to any third parties.

## **19. Billing and Payment Due Date**

- (1) The Customer shall be responsible for the usage and payment of the charges for the Service:
  - i. including but not limited to the payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions in a timely manner, even if the Customer has exceeded the Credit Limit regardless of whether the usage of the Service is authorised by the Customer;
  - ii. regardless of whether the Customer has received the Customer's bill or where there is a delay in the receipt of the Customer's bill;

- iii. incurred under a period of suspension, interruption, or loss of Service due to the Customer's request or resulting from the Customer's default including but not limited to any disconnection or reconnection charges imposed by Celcom; and
  - iv. including the processing fee or any service tax imposed on the charges.
- (2) The Customer shall be charged for the Service in accordance with Celcom's prevailing pricing plan or applicable packages ("Plan") chosen by the Customer in the Registration Form. Upon the expiry of the Plan, the Customer shall be charged with Celcom's current prevailing rates for the Service.
- (3) Celcom may introduce other modes of billing from time to time by giving the Customer prior notice.
- (4) The Customer must pay Celcom on or before the date specified in the Customer's respective bill ("Due Date") without the need for any further notice. The Customer may make such payment at any Celcom service centers, call centers, branches, payment kiosks, agencies, or through collection agents duly authorised by Celcom.
- (5) Subject to Clause 19(4) above, if any fees or charges remain unpaid after the Due Date, Celcom may charge interest at the rate of 1.5% per month ("Late Payment Interest") on such overdue amount. Celcom at its sole discretion may waive or revise any Late Payment Interest or charges.
- (6) Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- (7) In the absence of fraud or manifest error, Celcom may rely on each bill as conclusive evidence against the Customer of the accuracy, completeness, and truth of all matters stated in it unless the Customer disputes the bill in the manner stated below.
- (8) The Customer is responsible for paying all charges without any counterclaim, deduction, off set or withholding. All payments shall be applied first to bills in arrears, including interest and penalties, the balance, if any, to be applied to the current bill.
- (9) Celcom reserves the right to suspend or disconnect the Services if any bill or part thereof remains unpaid after the Due Date in the manner prescribed in Clause 19(10) below and Celcom shall not be liable to the Customer in any way for the suspension.
- (10) Subject to Clause 19(9) above, Celcom may at its sole and absolute discretion suspend or terminate the Customer's Service if any bill or part thereof remains unpaid after the Due Date irrespective of whether the Customer has received the bill.
- (11) Subject to Clause 19(10) above:
  - i. Celcom shall not be liable to the Customer in any way for such suspension;
  - ii. a reconnection fee of RM10 or such other amount at Celcom's discretion may be imposed on the Customer for reconnection of the Service due to suspension upon the expiry of the suspension; and
  - iii. in the event of service termination and the Customer wish to continue to use the Service, the Customer shall be required to re-register for the Service in accordance with these Terms and Conditions.

- (12) Any dispute regarding billing must be communicated to Celcom in writing or by contacting Celcom's careline at 019-601 1111 within one (1) month from the date of the bill, failing which the bill is deemed to be accurate. An administrative charge may be imposed for disputes raised by the Customer after the Due Date. If there is a dispute regarding the amount in the bill, the Customer shall promptly pay any outstanding amount which is not in dispute. If the Customer has paid the bill on the Due Date and subsequently chooses to dispute the charges, the Customer has six (6) months to do so from the date of such payment. If the dispute is resolved in Celcom's favour, the Customer shall pay the legal costs including any collection expenses incurred by Celcom due to the dispute.
- (13) Celcom may notify the Customer of any transaction of debit balance under the Customer's inactive Account to the Customer's active Account.
- (14) Celcom shall be entitled at its sole discretion to vary the amount of deposit, fees, and any other charges for the Services or part thereof and to change the billing cycle, without the need to inform the Customer.
- (15) If the Customer has more than one (1) account with Celcom, Celcom reserves the right to transfer any credit or debit balance under one account to another account without notice to the Customer.

## **20. Auto Billing**

- (1) Celcom may, at its discretion, allow the Customer's bills to be paid through a third-party credit or charge card, or via tele-Payment (by a third-party credit or charge card via telephone) or other means of payment ("Auto Billing") subject to the terms and conditions of the Auto Billing as provided on Celcom's Website.
- (2) The Customer must make a separate application for the Auto Billing at any Celcom branch, which shall only be applicable for the settlement of periodic bills.
- (3) Any outstanding bills prior to the commencement date of the Auto Billing must be settled by the Customer in an ordinary manner.
- (4) If the Customer chooses to register for the Auto Billing, the Customer shall be responsible to inform Celcom immediately if the Customer's credit or charge card is lost, stolen, expired or terminated or if the Customer wants to terminate Auto Billing.
- (5) In the event that Celcom fails to make the deduction or settlement of the Customer's bill through Celcom's processing bank, Celcom shall not be held liable to the Customer in any way for such failure and the Customer must make the payment for outstanding amounts before the Due Date or before the Customer's billing cycle date.
- (6) By registering for the Auto Billing, the Customer authorises Celcom to verify the information provided by the Customer with the credit card issuer or any third party as may be necessary including but not limited to forwarding the Customer's bills and other details to the card issuer, financial institution, and other relevant parties for and in connection with the Auto Billing.
- (7) If Celcom does not receive the full payment of the outstanding sum due from the Customer following a completed Auto Billing transaction or the bank or financial institution claims back or deducts back any payment made to Celcom, Celcom



reserves the right without prior notice to the Customer to reverse any payment entry in the Customer's statement of account or reinstate the charge in the Customer's Account.

## **21. Credit Limit**

1. The Customer shall ensure that the Customer's usage of the Service does not exceed the Credit Limit if any, as specified by Celcom. Notwithstanding the foregoing, the Customer shall make full settlement of the sum due in the bill irrespective of whether the Customer's usage of the Service has exceeded the Credit Limit.
2. Celcom may, but shall not be obliged to, apply a Credit Limit for all charges incurred under the Customer's Account and any of the Customer's supplementary lines, including those yet to be billed and any amounts in dispute, and Celcom reserves the right to revise the Credit Limit from time to time at Celcom's sole discretion.
3. Celcom may give the Customer a notice or a message to the Customer's Celcom Business Fibre™ Router (whenever the capability becomes applicable) and/or to the Customer's e-mail notifying the Customer if the Customer's charges in the Customer's Account exceed the Credit Limit; and such notice is deemed to be received by the Customer when Celcom issues the notice or message to the Customer.
4. Celcom is not obliged to ensure the barring of the Services which may occur in the event that the Customer's usage of the Service exceeds the Credit Limit.

## **22. Matters Beyond Celcom's Control**

- (1) Without limiting the generality of any provision in these Terms and Conditions, Celcom shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom Celcom has no control over or any cause outside Celcom's reasonable control.
- (2) Notwithstanding Clause 22(1) above, the Customer shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Celcom in accordance with the Agreement.
- (3) The Service may occasionally be affected by the interference caused by objects beyond Celcom's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Celcom's System or telecommunication systems. In the event of such interference, Celcom shall not be responsible for any inability to use or access the Service, interruption or disruption of the Service.

## **23. Severability and Effect of the Terms and Conditions**

If any of the provisions of the Terms and Conditions should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining

provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

#### **24. Governing Law**

- (1) The Agreement shall be governed and construed in accordance with the laws of Malaysia and parties agree to submit to the exclusive jurisdiction of Malaysian courts.
- (2) Subject to Clause 24(1) above, this Agreement is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.

#### **25. Notices**

- (1) Any notice, correspondence and/or other documents to be given by Celcom to the Customer shall be in writing and sent to the Customer at the address on the Registration Form or to the Customer' last known contact details, as the case may be.
- (2) Any notice, correspondence, and/or other documents to be given by the Customer to Celcom under the Agreement must be in writing and sent to the following address: Celcom Mobile Sdn Bhd, No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor Darul Ehsan or such address as notified in writing by Celcom to the Customer.
- (3) Any notice, correspondence, and/or other documents given by Celcom to the Customer pursuant to this clause shall be deemed to have been served if:
  - i. sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
  - ii. sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
  - iii. hand delivered, upon delivery;
  - iv. sent by facsimile, upon successful completion of transmission as evidenced by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or
  - v. sent by email, on the day on which the notice was first received by the Customer's in the Customer's electronic mailbox.

#### **26. Assignment**

- (1) The Customer shall not assign or novate any or part of the Customer's rights or obligations under the Agreement to any party, without Celcom's prior written consent.
- (2) Celcom may assign or novate all or part of the Agreement to any third party by notice to the Customer without the Customer's prior consent.

#### **27. Indulgence and Waiver**

Any failure by Celcom to enforce any terms herein or any forbearance, delay or indulgence granted by Celcom to the Customer will not be construed as a waiver of Celcom's rights provided under this Agreement.

## **28. Suspension and Termination**

- (1) The Customer may at any time terminate the Agreement by giving Celcom prior written notice.
- (2) Celcom shall be entitled at its absolute discretion to immediately suspend/terminate the Services or Agreement, without liability, at any time, without any notice and may not be required to give any reason whatsoever, including but not limited to the following reasons:
  - i. if any technical failure occurs in the Services or Celcom's System;
  - ii. while the Service is being upgraded, modified or maintained;
  - iii. if the Customer breaches any of the Terms and Conditions;
  - iv. if the Customer does anything which may in Celcom's opinion, lead to, including but not limited to damage to the Service and/or Celcom's System or losses to Celcom;
  - v. if Celcom is required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority;
  - vi. if it is in Celcom's opinion that the Service or Celcom's System is or may be used fraudulently, illegally or for unlawful purposes; or
  - vii. if any bankruptcy proceeding is initiated against the Customer or the Customer has been adjudicated a bankrupt.
- (3) Celcom will endeavor to resume the Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 28(2)(a) and (b) above. The Customer shall be liable for all applicable charges during the period of interruption, suspension or loss of the Services or part thereof for any cause whatsoever.
- (4) Termination shall be without prejudice to any existing rights and/or claims that Celcom may have against the Customer, and the Customer shall continue to fulfill the Customer's obligations including payment of all outstanding charges including but not limited to legal charges prior to the date of termination.
- (5) Subject to Clause 28(4) above, any credit balance of RM10 and below shall not be refunded to the Customer upon termination and shall be absorbed as administrative fees for the Service and/or any other services as may be provided to the Customer by Celcom.
- (6) Upon suspension, Celcom may at its absolute discretion reconnect the Service, subject to the Customer's payment of the reconnection fee as prescribed by Celcom, all outstanding amounts due to Celcom and a refundable deposit as may be required by Celcom for the reconnection of the Services.

## **29. Anti-Bribery and Anti-Corruption**

The Customer shall comply with Celcom's Anti-Bribery and Anti-Corruption ("ABAC") Policy and ABC Terms and Conditions ("ABAC T&C") as published on Celcom's website at <https://www.celcom.com.my/about-celcom/governance> or other uniform resource locator ("URL") as communicated by Celcom from time to time. Reference to 'Counterparty' in the ABAC T&C shall refer to the Customer. In the event of any

inconsistency between the provisions of the ABAC T&C and the provisions of the Agreement, the former shall prevail to the extent of such inconsistency.

### **30. Miscellaneous**

- (1) No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.
- (2) In the event of a conflict or inconsistency between the Registration Form, the Terms and Conditions and the Addendums, such inconsistency shall be resolved by giving precedence in the following order: Addendums, the Terms and Conditions and the Registration Form.
- (3) The Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
- (4) Those clauses which by their nature would survive the termination of the Agreement shall so survive.
- (5) Time wherever referred to in the Agreement shall be of the essence.
- (6) The Agreement shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.
- (7) Any stamp duty or processing fee arising out of the Agreement shall be borne by the Customer.