

Digi Prepaid 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 <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); and the Product Disclosure Sheet as set out at <https://digi.my/productdisclosuresheet>; 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. You must maintain 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 500MB per month ("Capped Usage"). However, Digi in its sole discretion may revise the Free Internet fair usage policy without prior notice if the demand justifies the supply for any further increase thereto.
- 1.6. Any Internet access and/or consumption exceeding the Capped Usage will be restricted accordingly. Digi reserves the right to impose a fee and/or extra charges for Internet access and/or consumption upon exceeding the Capped Usage, as may be determined by Digi in its sole discretion without prior notice to its Subscribers.
- 1.7. If Digi found of any misuses or abuse of the Free Internet services including but not limited to unauthorised selling and/or commercial gains, Digi reserves the right to immediately 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 within Malaysia only. Roaming charges shall apply when used overseas. You will be charged based on the internet roaming rates imposed by Digi's respective 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. Internet usage refers to Subscriber's access to the Internet via Digi's GPRS, EDGE, 3G and/or LTE Network (whichever applicable).

- 1.12. Any existing Digi Prepaid Mobile Internet plans' Terms and Conditions shall apply to supplement any terms and conditions wherein lacking herein.
- 1.13. Digi reserves its sole and absolute discretion to cease, alter or suspend the provision of the Free Internet usage at any time without prior notice. In such event, there shall be no claims and / or compensation or whatsoever by the Subscriber against Digi 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.
- 1.14. 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 for a 30 days period ("Active Period"). An "active" status means that the Subscriber is allowed to use any type of Digi's services available to its prepaid subscribers including Internet access.
- 2.2. If the Subscriber does not 'reload' its SIM card within the Active Period, notwithstanding any available credit balances still available in the SIM card, then you are not able to use any 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 Period but prior to the expiry of the Active Period, the Subscriber has utilised all the available credit balance and not reload it, then the Subscriber will not be able to use any Digi services, but should still be able to receive incoming calls and SMS as similarly stated above.
- 2.4. After the expiry of the Active Period, if you still do not reload the SIM card, a grace period will apply for 90 days. After which, you are required to purchase the internet before the SIM card account is terminated.
- 2.5. The number of days given to you to receive incoming calls and SMS is 90 (ninety) days after the expiry of the Active Period ("Grace Period). During the Grace Period, outgoing transactions are prohibited unless a 'reload' is performed.
- 2.6. Upon the expiry of the Grace Period and there is still no reload activities performed, the status of the SIM card will be changed to 'Suspended (R2)'

whereby you are not 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 to 'Terminated'. In such event, the SIM card is terminated and you will no longer be able to use the mobile number (MSISDN) and any remaining credit balance or any applicable freebies remaining in the SIM card will be forfeited.

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, you may change to NEXT Internet Plan to enjoy greater savings. However, you are not allowed to move back to your previous plan after such change.
- 3.4. To perform change-of-plan to Digi Prepaid NEXT, please dial *128# and press 'SEND'/'CALL', then select call plans and subsequently select Digi Prepaid NEXT. Changes can also be performed online by registering and logging in to Online Customer Service (OCS Login). Alternatively, you 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 you choose to change your existing plan to Digi Prepaid NEXT, any freebies from your existing plan shall be forfeited and you are not entitled to any form of compensation for such forfeiture. For Digi Prepaid NEXT you are not 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 your subscription is activated by a third party without your consent. Digi shall not refund nor compensate you 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 Digi Prepaid NEXT, you hereby acknowledge and 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.

Digi reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions, including but not limited to any feature for Digi Prepaid NEXT 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). You are advised to visit our website periodically to review the terms and conditions.