

TERMS AND CONDITIONS

Celcom Broadband Basic + Modem Bundle Package ("Package")



Last Updated : 02/07/09

**General**

- This Addendum shall be read together with the terms and conditions of Celcom's Customer Agreement Form (CAF), terms and conditions on the use of Celcom Broadband Service, Privacy Policy and Celcom's Fair Usage Policy as posted in our website at [www.celcom.com.my/broadband](http://www.celcom.com.my/broadband).
- Wherever Customer Agreement Form (CAF) is mentioned, it shall refer to the Celcom's Registration Form
- This Addendum shall supersede and replace all prior agreements, arrangements or understandings on the same subject matter entered between the Customer and Celcom.
- This Package is open to all Celcom's existing Customers, all Malaysians and Non-Malaysians / Expatriates.
- This Package shall start from January 2009 and shall continue to be valid until further notify by Celcom.
- Celcom reserves the rights to change, amend and alter any part of this Addendum and/or Package including the terms and conditions and policies without prior notice to the Customer and the Customer agrees to be bound by such changes, amendments and alteration.
- In the event of any inconsistency between the provisions of this Addendum and the terms and conditions of CAF, the provisions of this Addendum shall prevail and supersede such inconsistent provisions of the CAF in relation to the matters covered in this Addendum.
- Celcom reserves the right to withdraw and terminate this Package at any time without any prior notice to the Customer.

**Package and Tariff Rate**

The Customer under this Package will be subjected to the following tariff and rates as per Table 1 below:

Table 1

| Items  | Description   |
|--|---|
| <b>Package Offerings</b>   | <ul style="list-style-type: none"> <li>• Celcom Broadband Basic with speeds of up to 384 kbps</li> <li>• Free 3G / HSDPA USB Modem</li> </ul> |
| <b>Package Value</b>   | RM 89 per month   |
| <b>Broadband Modem</b>   | Free 3G/HSDPA USB modem with 1 year warranty (subject to terms and conditions)  |
| <b>Voice / SMS Tariff</b>  | Not Applicable  |
| <b>MMS Tariff</b>  | RM0.35 per message  |
| <b>Other Data Tariff</b>   | Rates will be based on the current charges for any content downloading including but not limited to ring tone, movies, wall papers etc.       |
| <b>SIM Card</b>  | Free SIM Card   |
| <b>Free VAS</b>  | Not Available   |
| <b>Minimum Allowable Credit Limit</b>  | RM250   |
| <b>Early Termination Fee (applicable for termination within 12 months from the date of activation of the Service under this package)</b> | RM250   |
| <b>Deposit</b>   | Nil   |
| <b>Upfront Payment</b>   | RM 250 (payable during registration)  |
| <b>Monthly Fair Usage Policy Allocation</b>  | 5GB / month   |

Sample Bill Presentment

(Assuming customer registers on the 1<sup>st</sup> of January and the Bill Date is 13<sup>th</sup> of every month. The presentment may vary for each customer)

| Item                                 | 1 <sup>st</sup> Bill (RM) | 2 <sup>nd</sup> Bill (RM) | 3 <sup>rd</sup> Bill onwards (RM) | 13 <sup>th</sup> Bill onwards (RM) |
|--------------------------------------|---------------------------|---------------------------|-----------------------------------|------------------------------------|
| <b>Upfront</b>                       | (250)                     | 0                         | 0                                 | 0                                  |
| <b>Connection Fee</b>                | 0                         | 0                         | 0                                 | 0                                  |
| <b>Stamp Duty</b>                    | 10                        | 0                         | 0                                 | 0                                  |
| <b>Pro-rated Package Value (PV)*</b> | 34.45*                    | 0                         | 0                                 | 0                                  |
| <b>Advanced PV</b>                   | 89                        | 89                        | 89                                | 89                                 |
| <b>Total Amount Payable **</b>       | (-116.55)                 | (-116.25) + 89 = (-27.25) | (-27.25) + 89 = 61.75             | 89                                 |

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\* Pro-rate charge is calculated based on the formula: (number of days from registration to bill date) / (number of days in that month) \* RM89  
= (12) / (31) \* RM89 = RM 34.45

\*\* The total amount does not include 5% government tax, other content download charges or roaming charges.

1. Pro-rated Package Value (PV) is charged in 1st month bill for the Customer who have registered less than a full month's billing cycle
2. Pro-rated PV will also be charged in termination of bill if the Customer disconnects the line before the billing cycle date
3. In the event of the Customer registered on the billing cycle date, one backdated PV will be charged in 1<sup>st</sup> month bill.
4. Voice Calls, Video calls, SMS and Video Streaming are not provisioned with this Package, which means outgoing and incoming calls will be blocked. For SMS service, only outgoing will be blocked.
5. Customer under this Package will enjoy a free Unlimited Internet Browsing and this Package is only considered unlimited when used domestically (within Celcom's network). On roaming the calculation of charges will be based on roaming pay per use rates as determined by our roaming partners. Please refer to [www.celcom.com.my](http://www.celcom.com.my) for the data roaming rates
6. However, for international roaming internet browsing / usage, the Customer must subscribe the International Roaming services and the charges will be based on the roaming country's rate and Celcom's prevailing rates.

**Reconnection**

Upon reconnection of Celcom's service, the Customer will be reconnected into the SAME bill plan and continue to enjoy the tariff and rate offered under this Package. RM10 reconnection fee will be imposed.

**Seven Days Money Back Guarantee**

In the event if the Customer terminate the service under this Package within seven (7) days from the date of activation of the service, any upfront payment paid to Celcom under this Addendum/Package shall be returned to the Customer.

However, customer shall only perform termination at the Celcom's dealers where the customer had originally registered and return the modem under this Package in good and fit condition to the said dealers. Celcom reserves the right to reject any claims for 7-Days Money Back Guarantee if the modem returned deemed not to be in good and fit condition.

Valid claims for the Money Back Guarantee will be paid via cheque and issued to the Customers at anytime to be determined by Celcom.

**Other terms and conditions**

The modem is supplied by a third party. Celcom shall not be liable and disclaims any liability whatsoever of any claim against Celcom for any act of theft, stolen, or attributed by omissions and negligent acts of Customer.

Under this Package, Customer shall not be allowed to request for temporary disconnection and in the event of theft or loss of SIM card, it is the onus of the Customer to obtain a SIM card replacement immediately from the nearest Celcom's branch. In the case of any accumulated usage charges (MMS, Content Download and or Data Roaming) during this period the customer must take responsibility and settle the outstanding charges.

Upon termination of this Addendum/Package within the first 12 months from the date of activation of service for any reason whatsoever, the Customer agrees to return the above modem to Celcom in good and fit conditions.

**By signing this form, I hereby confirm that:**

- I have read, clearly understood and agreed to the aforesaid terms and conditions
- I clearly understand that this Addendum is not proof of payment for any upfront payment collection

(Customer Signature)

In the presence of

Customer's Name :

Staff Name :

NRIC. No (New) :

Staff No :

Date :

Date :

C-Broadband Basic (Data Only+Modem)- RM 89

