

**TERMS AND CONDITIONS
Celcom First Data Basic + Modem Bundle Package ("Package") - NO CONTRACT**



Last Updated : 02/10/12

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 First Data Service, Privacy Policy and Celcom's Fair Usage Policy as posted in our website at <http://www.celcom.com.my/first/data/overview.html>
- This Package is open to all Celcom's existing customers, all Malaysians and Non-Malaysians / Expatriates ("Customer"). Customer shall be subjected to an upfront payment of RM150.00 which will be collected upon registration ("RM100 of Registration Fee" and "RM50 of Advance Payment").
- By subscribing to this Package, Customer shall be subjected to the General Terms & Conditions (which includes terms and conditions for Website Use, and Privacy Statement and the Agreement for Celcom Service including without limitation Postpaid Service which may be updated by Celcom from time to time. The current version of all these terms and conditions can be viewed at any time at <http://www.celcom.com.my/first/data/overview.html>
- 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 shall start from July 2010 and shall continue to be valid until further notification by Celcom. Any extension thereof shall be subject to Celcom's sole discretion.
- Celcom reserves the rights to change, amend and alter any part of this Addendum and/or Plan including the terms and conditions without prior notice to the Customer and the Customer agrees to be bound by such changes, amendments and alterations.
- 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
Package Offerings	<ul style="list-style-type: none"> • Celcom First Data Basic with speeds of up to 3.6Mbps • 3G / HSDPA USB Modem
Package Value	RM 68 per month
Upfront Payment	RM150 which includes RM100 of Registration fee & RM50 of Advance payment (payable during registration)
Broadband Modem	3G/HSDPA USB modem with 1 year warranty (subject to terms and conditions)
Voice / Video Calls	Not Applicable
SMS Tariff	RM0.15 per message
MMS Tariff	RM0.35 per message
Other Data Tariff	Rates will be based on the current charges for any content downloading including but not limited to ring tone, movies, wall papers etc.
SIM Card	Free SIM Card
Free VAS	Not Available
Minimum Allowable Credit Limit	RM150
Early Termination Fee	Not applicable
Deposit	RM100 for Foreigners
Stamp Duty	RM10
Monthly Fair Usage Policy Allocation	4GB / month. Upon breaching of FUP limits, Celcom reserves the right to throttle the speeds to 64kbps. However, Customers have the option to purchase additional data volumes to avoid the speed being throttled.

TERMS AND CONDITIONS
Celcom First Data Basic + Modem Bundle Package ("Package") - NO CONTRACT



Last Updated : 02/10/12

Sample Bill Presentation

(Assuming Customer registers on the 1st of January and the Bill Date is 13th of every month. The presentation may vary for each customer)

Item	1st Bill (RM)	2 nd Bill (RM)
Upfront Payment	(50)	0
Stamp Duty	10	0
Pro-rated Package Value (PV)*	26.32*	0
Advanced PV	68	68
Total Amount Payable ***	54.32	122.32**

* Pro-rate charge is calculated based on the formula: (number of days from registration to bill date) / (number of days in that month) * RM68
 = (12) / (31) * RM68 = RM 26.32

** This is a carry forward amount from the first months bill should it not be paid.

*** The total amount does not include 6% government tax, other content download charges or roaming charges.

1. Pro-rated Package Value (PV) is charged in the 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 the 1st month bill.
4. Voice Calls, Video calls and Video Streaming are not provisioned with this Package, which means outgoing and incoming calls 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 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.
7. Broadband International Roaming service request within the first 7 days of registration is prohibited. To activate the international roaming service, please visit any Celcom Branch after the 8th day of your service activation.

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. A RM10 reconnection fee will be imposed.

Termination

Termination shall be in accordance with the terms and conditions in Customer Agreement Form.

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 Package shall be returned to the Customer. However, Customer will still be charged RM10 for Stamp Duty and other usage charges (SMS & MMS usage, VAS charges, volume purchase, other content download charges, roaming charges, etc).

For avoidance of doubt, the Customer may only terminate the applicable data package at any of Celcom's branches and return the modem under this Package in good and fit condition to the respective Celcom branch. Celcom reserves the right to charge Customer RM150 if the Customer fails to return the modem immediately upon termination or the modem returned is not in good and fit conditions. This charge of RM150 will be offset with the Registration Fee and only additional RM50 penalty will be reflected in the Customer's final bill.

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

Other terms and conditions

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 (SMS, MMS, Content Download and or Data Roaming) during this period the customer must take responsibility and settle the outstanding charges.

All modems bundled with broadband services are on-loan basis by Celcom. Celcom reserves the right to request Customer to return the modem to Celcom anytime during the subscription period, if deemed necessary.

All offers under this Package are neither transferable nor exchangeable for cash.
 Celcom reserves the right to withdraw and terminate this Package without prior notice to the Customer.

TERMS AND CONDITIONS
Celcom First Data Basic + Modem Bundle Package ("Package") - NO CONTRACT



Last Updated : 02/10/12

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.(New)/ Passport No. :

Staff No :

Date :

Date :