



Product Terms and Conditions

Yoodo is an independent mobile service owned and operated by Celcom Mobile Sdn Bhd (Company No. 27910-A) ("Celcom").

The Service(s) under Yoodo are made available by Celcom subject to the Terms and Conditions herein. You acknowledge that you have read and fully understood these Terms and Conditions. Your use of the Service, upon Activation, constitutes unconditional acceptance of these Terms and Conditions (as may be amended from time to time). You must ensure that any person you allow to use the Service complies with these Terms and Conditions.

In the event of any inconsistency between the English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail.

Part A: General Terms and Conditions ("GTC")

1. Definitions

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

Account	means an account opened for you with Celcom upon subscription to the Service.
Activation or Activated	means the point in time when the Service is activated in Celcom's System.
Addendum	means any addendum(s) executed by you and accepted by Celcom for value added, supplemental or additional Services.
Agreement	means the completed Online Registration Form and these Terms and Conditions including any addendum or subsequent amendments or variations.
Celcom's System	means the telecommunication system utilised by Celcom in providing the Service.
Content	means any contest, java games, information, text, sound, music, software, photographs, videos, graphics, data messages or other materials received by you including but not limited to VAS.
Wallet	means an electronic device, website, software system, or database that facilitates commercial transactions by storing a consumer's credit.





Donor Network Operator or DNO	means a mobile service provider from which a Mobile Number has been or is to be ported out.
Mobile Device	means a wireless device together with accessories for the use of the Service.
Mobile Number	means the mobile number assigned to you by Celcom.
Mobile Number Portability or MNP	means your ability to change from one mobile service provider to another and retain your Mobile Number.
Principal User	refers to you or in the case of a company, any person nominated by the company to be the Principal User.
Recipient Network Operator	means a mobile service provider to which a Mobile Number has been or is to be ported in.
Registration Form	refers to the Online Registration Form completed by you and approved by Celcom.
Service(s)	means mobile telecommunication services to be provided by Celcom to you pursuant to the Agreement.
SIM Card	means the microprocessor card provided by Celcom which is inserted into the Mobile Device and contains a personal identification number (PIN) for access into the Service.
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.
Supplementary SIM Card	means the Supplementary SIM Card which has been issued at the Principal User's request to a third party approved by Celcom.
Supplementary User	means any third party approved by Celcom to be a supplementary user of the Service at your/Principal User's request.
Terms and Conditions	means the general terms and conditions and the specific terms and conditions of each Service as may be varied or modified from time to time at Celcom's sole discretion.
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 may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranet.





You or Your	refers to the person aged eighteen (18) years and above and authorised to use the Service subject to these Terms and Conditions.
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2. Period of Agreement

This Agreement shall take effect from the Activation date of the Service and shall continue to be in force until terminated in accordance with these Terms and Conditions.

3. Your Responsibility

3.1 You shall:

- (a) ensure the compatibility of your Mobile Device with Celcom's System. In the event of any changes or upgrades, you shall be responsible to ensure the continued compatibility of your Mobile Device and you shall have no claim whatsoever against Celcom arising thereof;
- (b) comply with all notice or instruction given by Celcom in relation to the use of the Service and the SIM Card;
- (c) ensure that the Mobile Device used with the SIM Card is legally owned by the Principal User or Supplementary User;
- (d) 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;
- (e) be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions;
- (f) be fully responsible for any voice or data transmitted or broadcasted by you or any persons using your Mobile Device;
- (g) keep your personal identification number (PIN) of your SIM Card confidential at all times and not to release the PIN to any person;
- (h) 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;
- (i) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- (j) cease to utilise the Service or any part thereof for such period as may be required by Celcom;





- (k) report immediately to Celcom the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use. You agree to lodge a police report whenever instructed by Celcom and to give Celcom a certified copy of such report; and
- (l) indemnify Celcom against 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 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 your or any unauthorised use or exploitation of the Services or part thereof.

3.2 You shall not use the Service:

- (a) to cause any embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance;
- (b) to cause excessive or disproportionate load on the Service or Celcom's System;
- (c) for any unlawful purpose including but not limited to vice or gambling;
- (d) for any purpose which is against public interest, public order or national harmony;
- (e) to use, permit or cause improper use of the Service including any activities which breach a third party's rights, directives, content requirements or codes promulgated by the relevant authority; or
- (f) to transmit or post any contents that are harmful, damaging or destructive programs.

4. Celcom's Rights

- 4.1 Celcom reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend the Service without any prior notice and Celcom shall not be liable for any loss or inconvenience resulting therefrom.
- 4.2 Celcom reserves the right to vary, add or amend these Terms and Conditions. Any variation, addition or amendment shall be published on Celcom's website. Your continued use of the Service after the effective date of any variation, addition or amendment shall constitute your unconditional acceptance of the same.
- 4.3 Celcom may extract any Short Message Service (SMS) details or Personal Information or any other data 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. **Personal Information**

By executing the Online Registration Form or by using the Services, you have consented for the collation of your Personal Information to be used and/or disclosed in accordance to Celcom's Privacy Notice as posted on our website at www.yoodo.com.my and Personal Data Protection Act 2010. You are advised to read Celcom's Privacy Notice to understand your rights with regards to your Personal Information.

6. **Disclaimer**

6.1 The Service is provided on an "as is" and "as available" 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:

- (a) availability, accessibility, timeliness and uninterrupted use of the Service; and
- (b) sequence, accuracy, completeness, timeliness or the security of any data, Content or information provided to you as part of the Service.

6.2 Notwithstanding Clause 6.1, above, the availability and speed of the Service shall be subject to the following:

- (a) Celcom's network availability;
- (b) the Mobile Device and WiFi enabled device capability, including but not limited to the coverage, location, use of the WiFi enabled device, Celcom's network traffic and the type of data being transmitted by you;
- (c) the traffic and the volume of users using the Service; and
- (d) your connection to the Service by using a WiFi enabled device.

7. **Celcom's Liability**

7.1 Celcom shall not be liable for any costs, loss or damages (whether direct or indirect), loss of revenue, loss of profits and/or any consequential loss whatsoever as a result of your usage of the Service under this Agreement.

7.2 Celcom's entire liability in contract or tort (including negligence or breach or statutory duty) except for death or personal injury caused by Celcom's negligence, shall not at any time exceed the sum of RM500.00 or the total of your charges in the three (3) months preceding the relevant event(s), whichever is lower.

8. **Content**





The Content provided by Celcom via VAS may be provided by Celcom or third parties. Celcom does not filter or edit the Content. You acknowledge 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 VAS, you acquire no rights or interests to the Content and you agree not to distribute the Content to third parties.

9. SIM Card

- 9.1 The SIM Card shall remain the property of Celcom at all times. Celcom grants you the right to use the SIM Card for the purposes of the Service. The SIM Card must be returned to Celcom as and when demanded. Any risk associated with the SIM Card shall automatically be passed to you upon the execution of this Agreement.
- 9.2 The Service and/or features to be provided under the SIM Card will depend on the products subscribed and/or type of Mobile Equipment used.
- 9.3 You must not transfer the SIM Card to any other person without Celcom's prior written consent.
- 9.4 In the event of loss, defective SIM Card, theft, cloning and/or unauthorised use of the SIM Card, you are entitled to free replacement of SIM Card subject to standard delivery charges upon purchase of Yoodo

10. Mobile Number Portability (if applicable)

- 10.1 Celcom will process your application for mobile number porting within one (1) day, subject however, to the approval by the Donor Network Operator.
- 10.2 You may experience service disruption during the porting in activity from the Donor Network Operator to Celcom's network. If you experience any service disruption, you are advised to email Yoodo at support@yoodo.com.my. Celcom may, upon receipt of port request from you, notify via SMS the progress of your port request.
- 10.3 The mobile number that is requested for porting (i) must be within the range of mobile numbers as approved by Malaysian Communication and Multimedia Commission (SKMM) from time to time, subject however to the existing geographic numbering requirements; and (ii) is subject to the approval of the Donor Network Operator.





- 10.4 Mobile Number which have been suspended, terminated, blacklisted on the defaulters database and/or barred shall not be eligible for porting;
- 10.5 You hereby agree and undertake to Celcom that you are the registered user of the mobile numbers and/or authorized principals for all the supplementary lines (if any);
- 10.6 You shall ensure that the national registration identity card provided is valid and is not blacklisted from the defaulter database.
- 10.7 Principal and supplementary account holders of other telco providers will be registered individually regardless of hierarchy.
- 10.8 You shall ensure that the usage of your existing service does not exceed the credit limit set by your Donor Network Operator.
- 10.9 You may only request for MNP if your existing service with the Donor Network Operator is not under contract. In such event, you must first terminate the contract and the cost of such termination shall be borne by you. Celcom shall not be responsible and/or liable for any losses, damages and/or misappropriation arising from the said termination and you shall indemnify Celcom from any liability arising thereof.
- 10.10 All services including value added services (VAS) associated with your SIM and mobile numbers provided by the Donor Network Operator will be terminated upon successful MNP activation by Celcom;
- 10.11 You shall be solely responsible for all charges incurred, including but not limited to any outstanding payments and/or penalties imposed by the Donor Network Operator. Service may be interrupted in the event there is non-payment of any outstanding charges owing by you to the Donor Network Operator.
- 10.12 Any remaining credit in your existing prepaid mobile number will be forfeited by the Donor Network Operator upon successful activation of your Service by Celcom;





- 10.13 Celcom may impose a fee up to a maximum of Ringgit Malaysia Twenty Five (RM25.00) for every number that you request for porting and no refund shall be made for any rejection, cancellation or withdrawal of the porting request due to any reason whatsoever.
- 10.14 If the mobile number which you request for porting is not approved by Donor Network Operator for any reason whatsoever, upon resolving the matter with the Donor Network Operator, you may continue with your application for MNP, subject to any processing charges which shall be borne by you.
- 10.15 In the event that:
- (a) Celcom does not receive any instruction from you within thirty (30) days from the date your request for MNP is rejected by the Donor Network Operator; or
 - (b) approval from the Donor Network Operator is not obtained within twenty one (21) days from the date of your application;
- Celcom may, at its sole discretion cancel your request for MNP.

11. Billing

- 11.1 You shall be responsible for all usage of and charges for the Service in accordance with this Agreement.
- 11.2 You shall be charged for the Service in accordance with Celcom's prevailing pricing plan or applicable packages ("Plan") chosen by you in the Online Registration Form. Upon the expiry of the plan we will pre-deduct the Plan amount as selected by you or you may choose to discontinue the service
- 11.3 Celcom may introduce other mode of billing from time to time by giving you prior notice.
- 11.4 Payment of the services must be made upon the activation of the plan via credit card or debit card.
- 11.5 Unless otherwise stated in the bill or elsewhere, all charges are payable in Ringgit Malaysia.
- 11.6 Celcom shall at its sole discretion vary the amount of deposit, fees and any other charges for the Services or part thereof, without the need to inform you.





- 11.7 If any supply made under these Terms and Conditions is a taxable supply to which the applicable tax (including but not limited to the Malaysian Goods and Services Tax ("GST") would apply ("Applicable Tax"), then Celcom reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.

12. Matters Beyond Celcom's Control

- 12.1 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.
- 12.2 Notwithstanding Clause 12.1 above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Celcom in accordance with the Agreement.
- 12.3 The Service may occasionally be affected by 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, interruption or disruption of the Service.

13. Severability and Effect of these Terms and Conditions

If any of the provision of these 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.

14. Governing Law

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. This Agreement is subject to the Communications and Multimedia Act 1998 and any applicable subsidiary legislation, rules, regulations, directives and/or orders.

15. Notices





- 15.1 Any notice, correspondence and/or documents addressed to you shall be in writing and sent to the email or physical address given on the Online Registration Form or to your last known address, as the case may be.
- 15.2 Any notice, correspondence, and/or documents addressed to Celcom shall be in writing and sent to:- Yoodo, 40, Jalan Tun Mohd Fuad, Taman Tun Dr Ismail, 60000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.
- 15.3 Any notice, correspondence, and/or documents addressed to you pursuant to this Agreement shall be deemed to have been served if:-
- (a) sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
 - (b) sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
 - (c) hand delivered, upon delivery; or
 - (d) sent by facsimile or email, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party.

16. Assignment

- 16.1 You shall not assign or novate any or part of your rights or obligations under the Agreement to any party, without Celcom's prior written consent.
- 16.2 Celcom may assign or novate all or part of the Agreement to any third party by notice to you without your prior consent.

17. Indulgence and Waiver

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

18. Suspension and Termination

- 18.1 You may at any time terminate this Agreement by giving Celcom prior written notice.





- 18.2 Celcom shall at its absolute discretion suspend/terminate the Services or Agreement, without liability and without any notice, including but not limited to the following reasons:
- (a) if any technical failure occurs in the Services or Celcom's System;
 - (b) while the Service is being upgraded, modified or maintained;
 - (c) if you breach any of the Terms and Conditions;
 - (d) if you do anything which may in Celcom's opinion, lead to, including but not limited to damage to the Services and/or Celcom's System or losses to Celcom;
 - (e) if Celcom is required to comply with an order, instruction or request of regulatory authority, government authority or any other competent authority; or
 - (f) 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.
- 18.3 Celcom will endeavor to resume the Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 18.2(a) and (b) above. You shall be liable for all applicable charges during the period of interruption, suspension or loss of the Services or part thereof from any cause whatsoever.
- 18.4 Termination shall be without prejudice to any existing rights and/or claims that Celcom may have against you.
- 18.5 Upon suspension, Celcom may at its absolute discretion reconnect the Services.

19. Miscellaneous

- 19.1 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.
- 19.2 In the event of a conflict or inconsistency between the Online 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.
- 19.3 The Agreement constitutes the entire agreement between the parties and shall supersede all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
- 19.4 The clauses which by their nature would survive the termination of the Agreement shall so survive.





19.5 Time wherever referred to in this Agreement shall be of the essence.

19.6 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.

Part B: Specific Terms and Conditions for Yoodo

1. Basic Products

1.1 Auto Renewal

- Your plan will be auto-renewed every month (*30 days*). To change this you can turn off the auto renewal function using the Yoodo App on the "Plan" page.
- If you turn off the Auto renewal function, once your plan expired, you will not be able to use the service and are only allowed to receive calls and SMS until you renew your plan.

1.2 Booster

- Booster can be purchased via the Yoodo App and you are allowed to purchase the booster at any time even when you don't have it as your main plan.
- Boosters will not be auto renewed and unutilized Booster quota will not be carried forward and will be forfeited.

1.3 Customise your plan

- You are allowed to customise your plan by choosing at least one type of service of either Data, Voice or SMS, or any combination thereof.
- You are allowed to customise your plan every month as many times as you like. Any customization made in that month will only take effect upon renewal of your plan the following month. For the avoidance of doubt, payment for any customization will only be made once your plan is renewed except for the purchase of Booster which has to be paid at the point of purchase as the service will be made available immediately.

1.4 Data





- Data purchased is applicable only for domestic usage unless you select a data roaming service.
- Any unutilized data will be forfeited.
- Once data quota is fully utilized, your speed will be throttled to 64kbps. This is only for those who purchased data service either as a main plan or Booster.
- In the event you do not choose data service at all, you will have no access data services.

1.5 Expiry

- Every plan is valid for 30 days from the point of activation/purchase and not any calendar month. The plan will expire on the 30th day and exactly down to the minutes from point of activation.
- Upon expiry of the 30th day, you have 60 days to repurchase a plan or the number will be deactivated automatically.
- A sim card purchased without a plan is valid for 30 days.

1.6 Payment

- Payment can be made via credit or debit card (Visa, MasterCard).
- Payment will only be charged upon activation of the service.
- For auto renewal, the credit/debit card will be charged 10 minutes before the expiry time to ensure that there is no problem with the card.
- Customer credit/debit card information will be safely handled by our secured payment gateway in compliance with security standards imposed by the Government.
- You can request for a tax invoice via the Yoodo App and the tax invoice will be emailed to you.
- In the event that deduction from your credit/debit card failed, you will be prompted via email and Yoodo App notification. You can either change the credit or debit card details or make the necessary arrangement with your current bank to enable your next purchase.

1.7 SMS

- SMS purchased are only applicable for domestic usage unless you choose an appropriate roaming service.





- Any unutilized SMS will be forfeited.

1.8 Voice

- Voice mins purchased are applicable only for domestic usage unless you choose an appropriate roaming service. Any unutilized Voice mins will be forfeited.

2. Additional Service

Upon subscription of the Basic Product, you may subscribe to the following additional service:

2.1 Roaming Services

Roam Like Home (12 Countries)

- (a) The Roaming Services are made available in certain countries outside Malaysia. Refer to our website at www.yoodo.com.my for a list of covered countries.
- (b) You shall be charged RM10 per day ("Charge") upon using the services at selected countries through the preferred network operators. For the avoidance of doubt, if you failed to purchase the roaming pass you will not get access to the Internet, receiving /making calls and sending SMS while abroad.
- (c) You may subscribe for the Roaming Service by going to the yoodo app and selecting a roaming service.
- (d) When you are roaming, you are allowed to use all your domestic quota abroad and once you have fully utilized your quota, your speed will be throttled to 64kbps
- (e) Celcom reserves the right to determine your eligibility to subscribe to the Roaming Services.
- (f) Celcom reserves the right to terminate the Promotion without giving any prior notice to the Customers.
- (e) Upon subscription to the Roaming Services, you shall be responsible to pay the relevant charges based on the roaming country's rates, Celcom's prevailing rates and/or any other charges imposed by Celcom from time to time.

Daily Roaming Pass

- (a) You may activate the daily roaming pass via the Yoodo App at any time;
- (b) Daily roaming pass includes:-





- Data (based on the countries, please visit www.yoodo.com.my or go to the app to check the country and the quota allocations).
 - Voice and SMS (unlimited) for incoming calls
 - 30 minutes and 30 SMS for outgoing calls & SMS
- (c) You will have access to the service once you agree to purchase the daily roaming pass and are connected to the preferred network operators in the countries travelled.
- (d) You shall be charged RM38 per day (“Charge”) upon using the services at selected countries through the preferred network operators. For the avoidance of doubt, if you failed to purchase the daily roaming pass you will not get access to the Internet, receiving /making calls and sending SMS while abroad.
- (e) Activation of this Daily Roaming Pass allows you to enjoy high-speed Internet quota. Upon full utilization of the high-speed Internet quota for the day, Internet usage will be throttled to 64kpbs. For the avoidance of doubt, the high-speed Internet quota will be different from one country to another.
- (f) Upon full utilization of the existing Internet quota, Customers may purchase the daily roaming pass again via the Yoodo App.
- Any balance of unutilized Internet quota will not be carried forward and to be forfeited by end of day upon auto-subscription of the daily roaming pass.
- (g) The plan is valid for 24 hours upon purchase based on the travelled country time.
- (h) When you are roaming, you will get a complimentary 5 mins (incoming and outgoing calls) and 5 sms to connect to any third country (“Promotion”). For example, if you are travelling to China, you are entitled to make call to India for 5 mins and receive 5 sms, with no additional charges. Upon utilization of this complimentary service, you will not be able to make and receive calls or make and receive sms from third country. However, you may opt to continue this service by using your own data, subject always to the rate as applicable.
- (i) The terms and conditions of Internet usage for both Celcom and the preferred network operators shall apply.
- (j) Celcom reserves the right to terminate the Promotion without giving any prior notice to the Customers.
- (k) Celcom does not guarantee the speed or coverage availability during roaming.

2.1 IDD

- The IDD bundle is valid for 365days.





- Any unutilized quota upon expiry of 365 days will be forfeited.
- There is a list of 31 countries that you are not allowed to make any IDD calls or SMS (please refer our website for the list of countries www.yoodo.com.my).

2.2.0 Content add-ons

- (a) You can purchase the content add-ons services via the Yoodo App.
- (b) Once you purchase this add ons and use purchased app, your main data quota will not be deducted as long as you haven't exceeded the limit. Once the pre-paid limit is exceeded, then any usage will automatically be deducted from the main data quota
- (c) The data quota is only applicable for usage of the purchased app, any usage linked out from the app will not be covered under the same data quota.





Fair Usage Policy Terms and Conditions

Yoodo is an independent mobile service owned and operated by Celcom Mobile Sdn Bhd (Company No. 27910-A) ("Celcom").

The Service(s) under Yoodo are made available by Celcom subject to the Terms and Conditions herein.

1. Introduction

By registering, using and accessing Celcom's Services regardless of it being subscribed through a post-paid or prepaid plan and/or package, the Customer hereby agrees to be bound and be subject to these terms and conditions as contained herein.

2. Definitions

"Customer" and **"You"** refer to the person subscribing to the Services or any other person authorised to use the Services 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.

"Commercial Gain" means any form of profits earned and/ or gained by the Customer directly and/ or indirectly arising from usage/utilisation of the Services with any unauthorised device or any other ways in any manner whatsoever which unfairly exploit the Services or spamming activities for the purposes of unauthorised reselling as stipulated in this Fair Usage Policy ("Policy").

"Services" means Celcom's Voice Service, Celcom Messaging Service and Mobile Internet and/or any other services which may be provided by Celcom from time to time. "Service" refers to each of the aforementioned, respectively.

3. Purpose

The Services are designed as a shared service and Customer's activities will impact on other users using and sharing the same network. To ensure fairness of usage and experience to all the Celcom's subscribers, Celcom has introduced and implemented this Policy.





This Policy is designed to ensure that the Services received by the vast majority of the Customers are not negatively impacted because of extremely heavy usage and abuse by the minority of the Customers. The Customers shall not use the Services with any unauthorised device or any other ways which unfairly exploit the Services for the purposes of unauthorised reselling or Commercial Gain. In the event the Customers use the Services excessively and/or use the Services for Commercial Gain and/or goes beyond the limit of normal/allowed use, Celcom shall reserves the right to inform the Customer that s/he are close to the limit set out and then, if such limit is surpassed, Celcom reserves the right to apply further charges and/or register the Customer under another plan and/or interrupt the subscription and/or exclude him/her from the Services/offer and/or from the Celcom's network, either provisionally or indefinitely, with no further notice.

Celcom shall continuously monitor the Celcom network performance and may control the identified heavy usage Customers.

4. Fair Usage Policy

4.1. Mobile Internet

(a) Software and applications which are used by you to send and/or receive, for uploading and/or downloading of files containing very large amounts of Internet (e.g. Peer-to-Peer traffics like Bit Torrent or other similar file sharing applications). These software and applications demand a significantly huge amount of bandwidth which will negatively impact the speed and also cause network congestion. As a result thereof, a vast majority of Customers will be affected from degradation or the quality of Mobile Internet Service and deemed as excessive usage. Excessive usages are caused by spamming, virus activities, spy wares and/or other malwares which may reside in the devices. These activities may be known or unknown to you and normally, operates at the back of the devices.

(b) Therefore, you must take all precautions and rightful action to ensure that the above activities are controlled and minimised at all times. Celcom reserves the right to implement and enforce the said Policy at its sole discretion upon the occurrence of such activities. Celcom does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software or applications.

(c) The structures of volume allocations for the various packages or plans offered by Celcom are as stated on Celcom's website. Whilst connection is "always on" for each Customer, the available bandwidth is shared by all Customers active at a particular point in time. A small portion (about 5-10%) of Customers use a very large portion (about 70-80%) of bandwidth based on Celcom's Internet and that from other Internet service providers.





(d) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Mobile Internet Service. The responsibilities and onus of proving shall be on you to ensure that the devices which are free from all viruses, spy bots, malwares and any other harmful infections when using the Mobile Internet Service.

(e) You agree that Celcom:

- (i) reserves the right to manage your allocated bandwidth including but not limited to reducing your speed, suspend or terminate your bandwidth to the Mobile Internet Service to ensure that fair access to all Celcom Customers on the same network with or without prior notice to the you as prescribed in this Policy; and
- (ii) may, at its sole discretion, automatically disconnect your access to the Mobile Internet Service after a period of your inactivity, which may vary from 20 minutes to 30 minutes to allow maximum network performance.

(f) You shall not use the Mobile Internet Service:

- (i) 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);
- (ii) for purposes other than personal and Individual Business Communication. This Mobile Internet Service is conditional on fair usage in accordance with this Policy and/or other related terms and conditions;
- (iii) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, Spam (as defined herein this Policy), unsolicited commercial or bulk messages via any electronic means made available by the Mobile Internet Service;
- (iv) or for activities that will adversely affect the ability of users or systems to use Celcom's Mobile Internet Service, or for any other reason that in our sole discretion violates our policy of providing Mobile Internet Service for individual use; and
- (v) in breach of any other applicable restrictions on your use of Celcom's Mobile Internet Service under Celcom's Terms and Conditions including but not limited to this Policy.

(g) You can reduce the amount of Spam received if you:

- (i) do not open emails or other instant messaging services from dubious sources;
- (ii) do not accept Spam-advertised offers via emails or other instant messaging services;





- (iii) report any Spam received; and
- (iv) avoid becoming an accidental Spammer by replying the emails/other instant messaging services or clicking on dubious links.

4.2. Voice

(a) Utilisation of Voice Service is conditional on fair usage in accordance with this Policy and/or other related terms and conditions governing the Voice Service.

(b) You may not abuse or misuse Voice Service or otherwise use any of the Voice Service in breach of any other applicable restrictions on your use of Voice Service under Celcom's Terms and Conditions including but not limited to this Policy.

(c) For personal plan/package Customers, you are only to use Voice Service for personal and non-commercial purposes and it shall not be used for Commercial Gain.

(d) In subscribing to any Voice Service plan/package, you shall not use the Voice Service (including but not limited to conference calling or call forwarding):

- (i) in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behaviour; or
- (ii) in any way that is deemed to have a negative impact on Celcom's and everyone's ability to enjoy our Voice Service.

4.3. Celcom Messaging Service

(a) Utilisation of Celcom Messaging Service, which includes but is not limited to short messages system (SMS) and multimedia message service (MMS), is conditional on fair usage in accordance with this Policy and/or other related terms and conditions governing the Celcom Messaging Service.

(b) For personal plan/package Customers, you are only to use Celcom Messaging Service for personal and non-commercial purposes and it shall not be used for Commercial Gain.

(c) You may not abuse or misuse Celcom Messaging Service or otherwise use any of the Celcom Messaging Service in breach of any other applicable restrictions on your use of Celcom Messaging Service under Celcom's Terms and Conditions including but not limited to this Policy.





(d) In subscribing to any Celcom Messaging Service or any plan/package which contains Celcom Messaging Service, you agree not to use Celcom Messaging Service:

- (i) to send unsolicited electronic messages sent through various communication modes including but not limited to email, SMS regardless of existence of 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 ("Spam"); or
- (ii) for Commercial Gain purposes; or
- (iii) for or to provide for bulk messaging and that you further agree that Celcom Messaging Service shall be used only for "person-to-person" communication; or
- (iv) to deliver messages originating from third parties to any person; or
- (v) to send any messages which are against public interest, public order or national harmony; or
- (vi) to send, publish, post, distribute, disseminate, encourage the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person; or
- (vii) for any improper, unlawful, fraudulent or unauthorised purpose or to cause any injury, offence or annoyance to any person; or
- (viii) to use or distribute any software applications designed to harvest mobile number or email addresses or personal information or data of the recipient or any third party; or
- (ix) to host any device or provide or enable the provision of any service that allows SMS to be sent by third parties using the mobile number allocated to you or service provided by Celcom; or
- (x) for any purpose which violates or infringes any applicable laws, regulations, regulatory requirements, standards or codes; or
- (xi) for activities that will adversely affect the ability of users or systems to use Celcom Messaging System; or
- (xii) for any other reason that in our sole discretion violates our policy of providing the Celcom Messaging Service for individual use.

(e) You shall use reasonable best endeavours to secure any device or network within their control against being used in breach of your obligations under this Policy by third party software that is intended to damage or disable computers and computer systems (Malware), including where appropriate:

- (i) the installation and maintenance of antivirus software;
- (ii) the installation and maintenance of firewall software; and





(iii) the application of operating system and application software patches and updates.

(f) You can reduce the amount of Spam received if you:

- (i) do not open SMS or MMS from dubious sources;
- (ii) do not accept Spam-advertised offers;
- (iii) report any Spam received; and
- (iv) avoid becoming an accidental Spammer by replying the SMS and/or MMS or clicking on dubious links.

5. Violation of the Policy

(a) If you know of or suspect any violators of Celcom's Services under this Policy, please notify Celcom of the contact details of an abuse account immediately at:

- (i) support@yoodo.com.my or
- (ii) Contact us via our live chat.

6. Volume Allocation

(a) You will enjoy the Services depending on the plans or package you purchased.

(b) Notwithstanding the above, if you fail to receive any notification from Celcom, Celcom will still proceed to manage your Services if you have exceeded your volume allocation. Therefore, you must take the necessary measures to constantly monitor its usages in addition to the volume when accessing and using the Services.

(c) You must submit accurate and updated personal details to Celcom, which includes the mobile phone number, e-mail address and other information deemed necessary by Celcom to receive the above said notifications.

(d) Celcom reserves the right to review upwards or downwards the volume allocation depending on the plans without prior notice. Nevertheless, such reduction or restrictions will not limit or stop your activities or usages of the Services.

(e) The Internet volume calculation shall take into consideration of ALL activities carried out by you including those knowing or unknowingly done under the Services.





7. Unlawful Activities

In using the Services, you must comply with all applicable laws of Malaysia, including the Communications and Multimedia Act 1998 and any other requirements, codes, notices or restrictions issued by the government, regulatory agencies and/or Celcom or other mobile service providers and will not knowingly permit any illegal use or such use that will discredit Celcom. Celcom reserves the right to release any information if it is required to do so by any law, regulatory body or court of law.

8. Termination and Suspension

(a) In the event that you are in violation of our Policy Celcom may, at our sole discretion, without notice take any action including but not limited to:

- (i) manage the bandwidth by reducing/throttling the speed (where applicable)
- (ii) interrupt, suspend, cancel or limit your right of access to the Services (or any feature of it);
- (iii) terminate the Services;
- (iv) change your plan to one with no unlimited usage components (where applicable); or
- (v) the imposition on you of a liquidated ascertained damages of an amount to be determined by Celcom from time to time per each breach committed.

(b) In the event your right of access to the Services or any part of it is interrupted, suspended, cancelled or limited or your Account is terminated as a consequence of the breach of the terms of use of any Service under this Policy, you may appeal for reactivation of the said Account in accordance with Celcom's prevailing policies and procedures.

(c) We may, at our discretion reconnect your Services upon remedy of such breach or violation.

(d) Celcom's failure to take any action in the event of a breach of the terms of use of the Services under this Policy shall not be construed as a waiver of the right to enforce such terms, conditions, or policies.

9. Intellectual Property Rights

You are reminded that any download of illegal content by law is an infringement of intellectual property rights and rightful owners of such intellectual property rights may take measures to prosecute against the individual subscriber. Please be reminded each Customer's download and or upload can be traced back to the Customer's account with Celcom. It is also against this Policy for the Customers carrying out activities which are in breach of any other third party's rights,





including downloading, installation or distribution of pirated software or other unlicensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.

10. Variation and Amendments

Celcom reserves the right to vary the terms and conditions of this Policy from time to time with or without notice to the Customer and the Customer shall be bound by such variation and changes. Please visit the Celcom web page at www.yoodo.com.my periodically to determine any changes to this Policy.

11. Prevailing Terms

(a) This Policy is supplemental and shall be read together as an integral part of terms and conditions of governing the Services and its relevant addendum. If there is any inconsistency between the Policy and the terms and conditions (and addendum, if any) of the Services, the latter as shall prevail.

(b) In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Policy, the English version shall prevail.

12. Disclaimer

This Policy shall only be applicable to the usage of Services by the Customer and shall not in any way be applicable and enforceable against Celcom in so far as the law of Malaysia permits.





Web Usage Terms & Conditions

Yoodo is an independent mobile service owned and operated by Celcom Mobile Sdn Bhd (Company No. 27910-A) ("Celcom").

The Service(s) under Yoodo are made available by Celcom subject to the Terms and Conditions herein.

Below are the general Terms and Conditions governing your access and use of Celcom's web sites and WAP sites (collectively "Sites"). If you do not agree with them, you should not proceed any further on the Sites or with registration. By continuing to use the Sites and/or any of the services shown on the Sites, you agree to be bound by these Terms and Conditions.

Definitions

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

Access Information	means the access information that we require from you before entering certain parts of the Sites for which you have registered, it may be a username, password, your mobile phone number or other similar recognition device.
Celcom Network	means the telecommunications system (including fixed line, cellular radio, internet and WAP sites) operated by Celcom or its Group of Companies.
Content	means all data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound and graphics.
Functionalities	means the services offered on or via the Sites, which may include (but is not limited to) chat, discussion group or bulletin board services or email, SMS or voice messaging services, online transactions, search engines and e-commerce facilitators.
Services	has the meaning given to it in Clause 2.1
Terms and Conditions	means the contract between Celcom and you incorporating these terms and conditions.





Trade Marks	means the word or marks belongs to Celcom or its Group of Companies.
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1. Customer care

If you have a general enquiry about Yellow's products and services, you can contact us via email support@yoodo.com.my or via livechat.

2. Use of content

2.1. The services that we are providing to you via the Sites consist of the Content and the Functionalities available on the Sites or as a result of your use of the Sites ("the Services").

2.2. You acknowledge and agree that you are only permitted to use the Sites and the Services as expressly set out in these Terms and Conditions.

2.3. You agree that the Sites and the Services are for your own personal use only on a single computer or device.

2.4. You shall not:

- copy, disclose, modify, reformat, display, distribute, licence, transmit, sell, perform, publish, transfer or otherwise make available any of the Services or any information learned by you whilst using the Services or accessing the Sites.
- remove, change or obscure anything on the Sites and/or the Services or otherwise use any material obtained whilst using the Sites and/or the Services except as set out in these Terms and Conditions.
- reverse engineer or decompile (whether in whole or in part) any software used in the Sites and/or the Services (except to the extent expressly permitted by applicable law).
- copy or use any material from the Sites and/or the Services for any commercial purpose, remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Sites or obtained as a result of the Services.
- Any use of caching, http accelerators such as or similar technology is permitted, however, you have the responsibility of ensuring you are viewing the most recent version of the web-page or content.

2.5. You may establish a link or "deep link" to the Sites from your site, provided that you have obtained Celcom's prior written consent and that in Celcom's sole discretion, the context is relevant and the link or its description is not detrimental to Celcom.





2.6. Users who are not Celcom's subscribers acknowledge that access to the Sites and/or the Services may be restricted at Celcom's sole discretion in the interest of Celcom's subscribers.

3. Your obligations:

3.1. You warrant that you will only use the Sites and the Services in accordance with these Terms and Conditions and in an appropriate and lawful manner. You shall not (and shall not authorise or permit any other party to):

3.1.1. receive, access or transmit any Content which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful;

3.1.2. circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading Celcom's legitimate web pages (referred to as "page-jacking") or use the Sites or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability and Celcom will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;

3.1.3. use the Sites and/or the Services to advertise or offer to sell any goods or services for any commercial purpose without Celcom's written consent;

3.1.4. knowingly or recklessly transmit any electronic Content (including viruses) through the Sites and/or the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by Celcom or other Internet users;

3.1.5. hack into, make excessive traffic demands, deliver or forward chain letters, "junk mail" or "spam" of any kind, surveys, contests, pyramid schemes or otherwise engage in any other behaviour intended to inhibit other users from using and enjoying the Sites and/or the Services or any other web site, or which is otherwise likely to damage or destroy Celcom's reputation or the reputation of any third party.

3.2. You acknowledge that chat, discussion group or bulletin board services and similar services offered by Celcom ("Public Communication Services") are public communications. You should be cautious when disclosing personal or sensitive information or any information which may





identify you. Celcom is not responsible for, and does not control or endorse any Content of any Public Communication Services.

3.3. If any information provided by you is untrue, inaccurate, not current or incomplete, Celcom has the right to terminate your account and refuse any and all current or future use of the Services or access to the Sites.

4. Access information

4.1. Upon registration you may be issued with Access Information that may be used to access the Sites and/or the Services and any pages for which registration is required. Celcom reserves the right to change your Access Information at any time at its sole discretion and shall notify you of this change as soon as reasonably practicable.

4.2. Your account is to be used by a single user only and you will not allow simultaneous access using the same Access Information. You acknowledge that you are responsible for ensuring that no unauthorised access to the Sites and the Services is obtained using your Access Information and that you are liable for all such activities conducted through your account whether authorised or not. When choosing Access Information, you must not use words that are obscene, abusive or likely to cause offence.

4.3. As the registered user of the account, you shall:

4.3.1. keep your Access Information secure and not let it become public knowledge and ensure that your Access Information will not be stored anywhere on a computer or your mobile phone in plain text;

4.3.2. provide true, accurate, current and complete information in all fields indicated as compulsory when registering on the Sites and/or the Services and notify us immediately of any changes or mistakes;

4.3.3. if your Access Information becomes known to any other unauthorised user you must inform Celcom immediately.

4.4. Once you have 'signed-in' to any secure areas of the web-site, where you are requested to provide your Access Information, you must not at any time leave the Internet terminal or device from which you have accessed the Sites and the Services or let anyone else use the Internet terminal or device until you have logged out of the secure area of the Sites and the Services. You will be responsible for ensuring that you have logged out of the secure area at the end of any session.





4.5. You must not access the Sites and the Services from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that no-one else will be able to observe or copy your access or get access to the Sites and the Services pretending to be you.

4.6. You agree to check your bills carefully and inform us immediately of any discrepancy.

5. Your information

Celcom's usage of your personal information is governed by the Celcom Group's Privacy Notice, which forms part of these Terms and Conditions.

6. Proprietary rights

6.1. All Trade Marks used on the Sites and/or the Services belong to Celcom and/or one of the Celcom Group of companies. You shall only make fair use of the Trade Marks and will not use the Trade Marks, whether design or word marks: (1) as or as part of your own trademarks; (2) in a manner which is likely to cause confusion; (3) to identify products to which they do not relate; (4) to imply endorsement or otherwise of products or services to which they do not relate; or (5) in any manner which does or may cause damage to the reputation of Celcom and/or the Trade Marks.

6.2. You acknowledge and agree that the Services and the Sites or any part thereof, whether presented to you by Celcom, advertisers or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.

6.3. You are only allowed to use the Sites and the Services as set out in these Terms and Conditions and nothing on the Sites and/or the Services shall be construed as conferring any licence or other transfer of rights to you of any intellectual property or other proprietary rights of Celcom, any member of the Celcom Group or any third party, whether by estoppel, implication or otherwise.

7. Costs

7.1. Celcom reserves the right to charge for access to part or all of the Sites in the future, subject to giving you clear notice when entering any part to which charges apply. Some Services may be chargeable as indicated on the Sites and in any accompanying terms and conditions.





7.2. You will need to provide all equipment necessary to access the Sites and the Services on the Internet and be liable for payment for your local telephone call charges at the rates published by the telephone operator with whom you make your local calls or any other Internet access charges to which you may be subject. If your equipment does not support relevant technology including but not limited to encryption you may not be able to use certain Services or access certain information on the Sites.

8. Liability for content

8.1. It is your sole responsibility to satisfy yourself prior to using the Sites and the Services in any way that they are suitable for your purposes. The Services and in particular, prices are periodically updated and you should check the Sites and the Services regularly to ensure that you have the latest information. You should also refresh your browser each time you visit the Sites and the Services to ensure that you download the most up to date version of the Sites and the Services.

8.2. The Sites and the Services are provided on an "as is" basis. Although every effort has been made to provide accurate information on these pages, neither Celcom, nor any of its employees, nor any member of the Celcom Group, their suppliers, nor any of their employees, make any warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, timeliness, accuracy or completeness of the Services or any part thereof contained on the Sites or in the Services.

8.3. You acknowledge that Celcom is unable to exercise control over the security or subject matter of Content passing over the Celcom Network, the Sites or via the Services and Celcom hereby excludes all liability of any kind for the transmission or reception of infringing Content of whatever nature.

9. Liability for third party content

9.1. The Sites contains links to web sites, web pages, products and services also operated by Celcom or the Celcom Group. You agree that your use of each web site, web page and service is also subject to the terms and conditions, if any, contained within each website or webpage or attached to any products or services. These Terms and Conditions shall be deemed to be incorporated into each set of terms and conditions. In the event that there is any conflict, the terms and conditions contained within the relevant website or webpage or attached to the relevant products or services shall prevail over these Terms and Conditions.





- 9.2. Celcom assumes no responsibility for and does not endorse unless expressly stated, Content created or published by third parties that is included in the Sites and the Services or which may be linked to and from the Sites.
- 9.3. The Sites and/or the Services may be used by you to link into other websites, resources and/or networks worldwide. Celcom accepts no responsibility for the Content, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such websites, resources and/or networks.
- 9.4. Subject to Clause 13, you agree that Celcom does not generally and is not required to monitor or edit the use to which you or others use the Sites and the Services or the nature of the Content and Celcom is excluded from all liability of any kind arising from the use of the Services, and in particular but without limitation to the foregoing, the nature of any Content. Notwithstanding the foregoing, Celcom reserves the right to edit, bar or remove any Services and/or Content, at any time as Celcom in its sole discretion believes to be necessary in order to prevent any breach of these Terms and Conditions or any breach of applicable laws or regulations.

10. Exclusion of liability

- 10.1. Nothing in these Terms and Conditions shall act to limit or exclude Celcom's liability for death or personal injury resulting from Celcom's negligence, fraud or any other liability, which may not by applicable law be limited or excluded.
- 10.2. Celcom shall use its reasonable endeavours to ensure the maintenance and availability of the Sites and the Services but availability may be affected by your equipment, other communications networks, volume of access or Internet connection at the same time or other causes of interference and may fail or require maintenance without notice.
- 10.3. Neither Celcom nor any member of the Celcom Group shall be liable for any special, indirect or consequential damages or any damages whatsoever, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the performance of or use of Services available on the Sites and in particular, but without limitation to the foregoing, Celcom specifically excludes all liability whatsoever in respect of any loss arising as a result of:
- 10.3.1. use which you make of the Sites and the Services or reliance on Services or any loss of any Services or your Content resulting from delays, non-deliveries, missed deliveries, or service interruptions; and





10.3.2. defects that may exist or for any costs, loss of profits, loss of your Content or consequential losses arising from your use of, or inability to use or access or a failure, suspension or withdrawal of all or part of the Sites and the Services at any time.

10.4. All conditions or warranties which may be implied or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded to the extent permitted by law.

10.5. Your only remedy under these Terms and Conditions is to discontinue using the Sites and the Services.

10.6. Celcom makes every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party networks over which we have no control. The Internet is not a secure environment. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to your mobile phone and the information stored on your mobile phone. These programs may perform actions that you have not authorised, possibly without your knowledge.

11. Variation

11.1. Celcom reserves the right to modify the Sites and/or the Services or suspend or terminate the Sites and/or the Services or access to part or all of them at any time.

11.2. Celcom reserves the right to revise these Terms and Conditions at any time. Such variations shall become effective two weeks after being posted on the website. By continuing to use this website you will be deemed to have accepted the varied Terms and Conditions.

12. Indemnity

12.1. You hereby agree to fully indemnify and to hold Celcom harmless from and against any claim brought by a third party resulting from the use of the Sites and the Services or the provision of Content to Celcom by you and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly or indirectly by Celcom in





consequence of such use of the Sites and the Services or provision of Content or your breach or non-observance of any of these Terms and Conditions.

12.2. You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against Celcom arising from the above claims and shall provide Celcom with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

13. Monitoring/recording of communications

Monitoring or recording of your calls, emails, text messages or other communications may take place in accordance with the law, and in particular for Celcom's business purposes, such as for quality control and training, to prevent unauthorised use of Celcom's telecommunication systems and to ensure effective systems operation and in order to prevent or detect crime.

14. Processing your instructions

14.1. You request and authorise us to rely and act upon all apparently valid communications as instructions properly authorised by you, even if they may conflict with any other instructions given at any time concerning bill or service requirements.

14.2. An instruction will only be accepted by us if you have passed through certain security criteria.

14.3. We will make reasonable efforts to process any instruction where you request us to do so but we shall not be liable for any failure to comply with such a request unless it is due to Celcom's failure to make reasonable efforts to do so.

14.4. You must make sure that any instruction is accurate and complete and Celcom shall not be liable if this is not the case.

14.5. A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal working hours even though the service may be accessible outside such hours.





14.6. You will be responsible for all losses and payments (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this Clause gross negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms and Conditions.

15. Profligate use

Profligate use of the Celcom Network is prohibited. Celcom considers that any applications which transmit live video, live audio or make similar traffic demands across the Celcom Network by whatever means, unless provided by Celcom, constitutes making profligate use of the Celcom Network. Use of IP Multicast, other than by means provided and co-ordinated by Celcom is also prohibited.

16. Termination

16.1. Celcom may elect to suspend, vary or terminate the Services and the Sites immediately and without prior notice at any time for repair or maintenance work or in order to upgrade or update the Sites and the Services or for any other reason whatsoever.

16.2. Celcom may elect to terminate the Services or your access to the Sites forthwith on breach of any of these Terms and Conditions by you, including, without limitation, late or non-payment of sums due or if Celcom ceases to offer the Sites and the Services to its customers for any reason whatsoever.

17. General

17.1. Governing Law and Jurisdiction - These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia and you hereby submit to the non-exclusive jurisdiction of the Malaysian courts.

17.2. Severability - These Terms and Conditions are severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms and Conditions.

17.3. Waiver - Celcom's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Celcom in writing.





- 17.4. Representations - You acknowledge and agree that in entering into these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) other than as expressly set out in these Terms and Conditions as a warranty. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 17.5. Assignment - You in entering into these Terms and Conditions undertake that you will not assign, re-sell, sub-lease or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof. Contravention of this restriction in any way, whether successful or not, will result in the Services being terminated by Celcom forthwith. Celcom may assign these Terms and Conditions in whole or in part to any third party at its discretion.
- 17.6. Rights of Third Parties - Except in the case of any permitted assignment of this Agreement under Clause 17.5, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any Clause of this Agreement.
- 17.7. Force Majeure - Celcom shall not be liable in respect of any breach of these Terms and Conditions due to any cause beyond its reasonable control including but not limited to, Act of God, inclement weather, act or omission of Government or public telephone operators or other competent authority or other party for whom Celcom is not responsible.

