

CelcomDigi Online Shop – Terms & Conditions

This Service (as hereinafter defined) is made available by Celcom Mobile Sdn. Bhd. [Company No. 197601002188 (27910-A)] ("Celcom") and Digi Telecommunications Sdn. Bhd. [Company Registration No. 199001009711 (201283-M)] ("Digi") subject to these general terms and conditions contained under Part A ("General Terms and Conditions") and the specific terms and conditions contained under Part B herein ("Specific Terms and Conditions") (the General Terms and Conditions and the Specific Terms and Conditions are collectively referred to as the "Terms and Conditions" or "Agreement") and the terms and conditions of the relevant services of Celcom and Digi (if applicable). Celcom and Digi are subsidiaries of CelcomDigi Berhad.

The Customer (as herein defined) hereby acknowledge that the Customer has read and fully understood the Terms and Conditions. The Customer's use of the Service, upon Activation (as hereinafter defined) or purchase of the Product, as the case may be, constitutes unconditional acceptance to be bound by these Terms and Conditions as may be amended by Celcom and Digi from time to time. The Customer must ensure that any person the Customer allows to use the Service complies with these Terms and Conditions.

Part A: General Terms and Conditions

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 herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

"Activation" or "Activated"	means the point in time when the Service is activated;
"Agreement" or "Terms and Conditions"	means the General Terms and Conditions and the Specific Terms and Conditions and all subsequent amendments and variations to the General Terms and Conditions and the Specific Terms and Conditions;
"bluecube Outlets"	means Celcom's bluecube outlets within Malaysia;
"Celcom"	means Celcom Mobile Sdn. Bhd. [Company Registration No. 197601002188 (27910-A)];
"CelcomDigi"	means CelcomDigi Berhad (formerly known as Digi.com Berhad) [Company Registration No. 19701009694(425190-X)];

"Charges"	means the price payable by the Customer for the Product displayed on the Web Portal including the respective courier charges;
"Customer"	means the person authorised to use the Service subject to the Terms and Conditions herein and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force;
"Customer Service"	means Celcom and Digi's customer service which can be contacted by dialing +6019-6011111 from the Customer's mobile phone;
"Device"	means tablets, mobile phone and PortaWiFi
"Digi"	means Digi TELECOMMUNICATIONS SDN. BHD. [Company Registration No. 199001009711 201283-M)];
"FPX"	means Financial Process Exchange which is a method of payment for purchasing the Product;
"IMEI (International Mobile Equipment Identity) number"	means a 15- or 17-digit code that uniquely identifies a Device.
"Payment Method"	<p>means payment for the purchase of the Product via credit card or FPX as provided by a bank or a financial institution in Malaysia limited to:</p> <ul style="list-style-type: none"> a) Affin Bank Berhad b) Agro Bank c) Alliance Bank Malaysia Berhad d) Ambank e) Bank Islam Malaysia f) Bank Muamalat Malaysia g) Bank of China h) Bank Rakyat i) Bank Simpanan Nasional j) CIMB Group k) Hong Leong Bank l) HSBC Bank m) Kuwait Finance House n) Malayan Banking Berhad

	<p>o) OCBC Bank p) Public Bank Berhad q) RHB Bank r) Standard Chartered Bank Malaysia Berhad</p>
"Personal Information"	means the information collected by Celcom and Digi from the respective Customers for delivery and offer eligibility check purposes;
"Principal User"	means the Customer or in the case of a company, any person nominated by the Customer to be the Principal User. Principal numbers are personal mobile numbers that are not supplementary lines or with any home plans.
"Product"	means any of the products made available on the Web Portal including but not limited to the Device and accessories;
"Service"	means any of the CelcomDigi Online Shop services via the Web Portal, the contents of the Web Portal which enables the Customer to purchase the Product or any additional service as may be notified by CelcomDigi to the Customer from time to time;
"User ID"	means the username used to access the online shop on the Web Portal;
"Web Portal"	means https://shop.celcomdigi.com
"Working Days"	means save for the states of Kedah, Terengganu and Kelantan, Mondays to Fridays (half day) excluding public holidays and Sundays. In relation to the states of Kedah, Terengganu and Kelantan, Saturdays to Wednesday and Thursday (half day), excluding public holidays and Fridays;

2. Period of Agreement

- a. This Agreement shall take effect from the Activation date of the Customer's Account or from the date of the Customer's purchase of the Product, as the case may be, and shall continue to be in force until terminated in accordance with the Terms and Conditions.

3. The Customer's Responsibility

a. Customer shall:

- i. provide accurate and complete information to Celcom and/or Digi and inform Celcom and/or Digi immediately of any changes in any particulars of the Customer's Personal Information;
- ii. only use the Service for the purpose for which it is subscribed;
- iii. comply with all notice or instruction given by Celcom and Digi from time to time in relation to the use of the Service;
- iv. be responsible for all equipment and software necessary to use the Service and for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
- v. acknowledge that Celcom and/or Digi do not check the content or information available from the Service and the Celcom and/or Digi are not liable for any loss or damages suffered by the Customer or any other person as a result of using information obtained using from the Service, including but not limited to, any damage to or loss of data caused by a virus or similar program;
- vi. agrees, consents, allows and has no objection to Celcom and/or Digi extracting Personal Information or any other data 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 for the Customer's commercial gain purposes;
- vii. 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 and/or Digi pursuant to these Terms and Conditions in a timely manner;
- viii. keep the Customer's User ID and password confidential at all times and not release the same to any person;
- ix. be solely responsible and liable for any use and misuse of the Customer's User ID, password and for all activities that occur under the Customer's User ID;
- x. immediately notify Celcom and/or Digi of any unauthorized usage of the User ID or password, or if the Customer is aware or suspects that the User ID or password has been lost or stolen, has become known to any other person, or has been otherwise compromised;
- xi. comply with the provisions of these Terms and Conditions;
- xii. 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; and

- xiii. take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
- xiv. cease to utilise the Service or any part thereof for such period as may be required by Celcom and/or Digi; and
- xv. indemnify and shall keep indemnified Celcom and/or Digi from any loss, damage, liability or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the content transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of the Customer or any unauthorised use or exploitation of the Services or part thereof.

b. Customer shall not:

- i. use, display, mirror or frame the Web Portal, or any individual element within the Web Portal, CelcomDigi's name, Celcom's name, Digi's name, any CelcomDigi, Celcom or Digi trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without CelcomDigi, Celcom and/or Digi's express written consent;
- ii. access, tamper with, or use non-public areas of the Web Portal, Celcom and/or Digi's computer systems, or the technical delivery systems of Celcom and/or Digi's providers;
- iii. attempt to probe, scan, or test the vulnerability of any Celcom and/or Digi system or network or breach any security or authentication measures;
- iv. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Celcom and/or Digi or any of Celcom's and/or Digi's providers or any other third party (including another user) to protect the Web Portal, Service or the Product;
- v. attempt to from the Web Portal or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Celcom and/or Digi or other generally available third-party web browsers;
- vi. send any unsolicited or unauthorised advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- vii. use any meta tags or other hidden text or metadata utilising a CelcomDigi, Celcom and/or Digi's trademark, logo URL or product name without CelcomDigi's, Celcom's and /or Digi's express written consent;
- viii. use the Web Portal, Service or the Product for any commercial purpose or the benefit of any third party or in any manner not permitted by these terms of use, unless expressly permitted;
- ix. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Web Portal, Service or the Product to send altered, deceptive or false source-identifying information;

- x. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Web Portal, Service or the Product;
- xi. interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Web Portal;
- xii. collect or store any personally identifiable information from the Web Portal or Services from other users of the Web Portal or Service without their express permission;
- xiii. impersonate or misrepresent the Customer's affiliation with any person or entity;
- xiv. violate any applicable law or regulation;
- xv. encourage or enable any other individual to do any of the foregoing; or
- xvi. directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark or other proprietary notices marked on the Product or any digital rights management mechanism, device, or other content protection or access control measure associated with the Product including geo-filtering mechanisms;
- xvii. directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Product without Celcom and/or Digi's prior written consent;
- xviii. incorporate the Product into, or stream or retransmit the Product via any hardware or software application or make the Product available via frames or in-line links without Celcom and/or Digi's prior written consent; and
- xix. create, recreate, distribute or advertise an index of any significant portion of the Product without Celcom and/or Digi's prior written consent.

4. Celcom's and Digi's Rights

- a. Celcom and Digi reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend the Service or any part thereof without prior notice and Celcom and Digi shall not be liable for any loss or inconvenience to the Customer resulting therefrom.
- b. Celcom and Digi reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend the terms and conditions of the Agreement or any part thereof. The Customer will be given written notice of such amendments. The Customer's continued use of the Service after the effective date of any variation, addition or amendments to the terms and conditions of the Agreement shall constitute the Customer's unconditional acceptance of such variations, additions or amendment.

5. Personal Information

- a. The Customer acknowledges that the Customer is aware of and hereby gives consent to Celcom and Digi that the Customer's Personal Information will be used and/or disclosed in accordance to the [Celcom's Privacy Notice](#) and [Digi's Privacy Notice](#) as posted on our website [here](#) and the Personal Data Protection Act 2010.

6. Disclaimer

- a. The content, Product and Service offered on or listed through the Web Portal are provided on an "as is" and "as available" basis and all warranties, express or implied are disclaimed, including but not limited to the disclaimer of any implied warranties of title, non-infringement, merchantability, quality and fitness for a particular purpose. The information and Services may contain bugs, errors, problems or other limitations. Celcom and Digi shall not be liable for the Customer's use of any information or service.

7. Celcom's and Digi's Liability

- a. Celcom and/or Digi shall not be liable to the Customer or anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, data, revenue or profits, whether in action of contract, negligence or other tortuous actions, arising out or in connection with the Customer's or third party's use of the Service.
- b. The Web Portal may contain links to other websites, which are not operated by Celcom and/or Digi. When the Customer activates such links, the Customer will leave the Web Portal and Celcom and Digi will have no control over, and will accept no responsibility or liability in respect of, the material on any website which is not under Celcom's and Digi's control.
- c. Celcom and Digi shall not be liable for, and the Customer agrees to indemnify Celcom and Digi against all claims, losses, liabilities, proceedings, demands, costs and expenses (including legal fees) which may result or which Celcom and Digi may sustain in connection with or arising from the provision of the Service to the Customer.
- d. Without prejudice to the foregoing, in the event of a court or tribunal holds or finds Celcom and Digi liable to the Customer for any breach or default of Celcom and Digi, the Customer agrees that the amount of damages payable by Celcom and Digi to the Customer shall not at any time exceed the sum of RM100.00 notwithstanding any order, decree or judgment to the contrary.

8. Matters Beyond CelcomDigi's Control

- a. Without limiting the generality of any provision in the Agreement, Celcom and Digi 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, including but not limited to movement control orders, 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 and Digi has no control over or any cause outside Celcom's and/or Digi's reasonable control.

- b. Notwithstanding the event prescribed in Clause 8a. of Part A above, the Customer shall remain obliged to pay all fees and charges which are outstanding and/or due and payable to Celcom and/or Digi in accordance with the Agreement.
- c. The Service may occasionally be affected by interference caused by objects beyond Celcom and/or Digi's control such as buildings, underpasses and weather conditions. In the event of such interference, Celcom and/or Digi shall not be responsible for any inability to use or access the Service, interruption or disruption of the Service.

9. Fraud Prevention

- a. In order to protect the Customer and Celcom and/or Digi from fraudulent transactions, Celcom and/or Digi may provide the Customer's transaction-related information to a reputable third-party organisation to perform address verification. This address verification is intended to ensure that the "bill to" address that the Customer provides to Celcom and/or Digi matches the Customer's credit card address. Celcom and/or Digi also reserves the right, at its sole discretion, not to ship items ordered or purchased on this website to certain addresses.

10. Proprietary Rights and Conditions

- a. All rights, title and interest including, but not limited to, copyright and other intellectual property rights in and to the Service (including but not limited to all graphic/image and text files on the Web Portal) are owned by Celcom and Digi. Such rights are protected by Malaysian copyright laws, other applicable copyright laws, and international treaty provisions. Celcom and Digi retain all rights not expressly granted herein.
- b. Except where expressly stated to the contrary all persons (including their names and images), third-party trademarks and images of third-party products, services and/or locations featured on this Web Portal are in no way associated, linked or affiliated with Celcom and Digi and the Customer should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Web Portal are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the Product and Service and is in no way an assertion that such Product or Service are endorsed by or connected to Celcom and Digi.

11. Licenses and Restrictions.

- a. Celcom and Digi grant to the Customer a limited, non-exclusive, revocable license to access and make personal, non-commercial use of the contents of the Web Portal subject to the Customer's adherence to the Terms and Conditions herein.

- b. Celcom and Digi reserves the right to refuse permission to use this Service to any individual or company for any reason, and may do so without notice.

12. Severability and Effect of the Terms and Conditions

- a. 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.
- b. The terms and conditions contained in the Agreement shall have effect only to the extent not forbidden by law. For the avoidance of doubt, it is hereby agreed and declared in particular, but without limitation, that nothing herein shall be construed as an attempt to contract out of any provisions of the Consumer Protection Act 1999, if and where the said Act is applicable.

13. Governing Law

- a. The Agreement shall be governed and construed in accordance with the laws of Malaysia, excluding conflict of law rules. Celcom, Digi and the Customer agree to submit to the exclusive jurisdiction of Malaysian courts.
- b. Subject to Clause 13a. of Part A above, this Agreement is subject to the Communications and Multimedia Act 1998 ("Act") and any applicable subsidiary legislation, rules and regulations. This Agreement shall also be subject to the directives and orders of the relevant regulatory authority and to the terms and conditions of the license(s) granted to CelcomDigi under the Act.

14. Notices

- a. All official bill statements, notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/documents to be given by Celcom and/or Digi to the Customer under the Agreement will be in writing and sent to the Customer's last known address and/or published in national newspapers in the main languages, published daily and circulating generally throughout Malaysia, as the case may be.
- b. All notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/documents to be given by the Customer to Celcom and/or Digi under the Agreement must be in writing and sent to the following address: Celcom Mobile Sdn. Bhd. / Digi Telecommunications Sdn. Bhd., Level 30, Menara Celcom, No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor or such address as notified in writing by Celcom and/or Digi to the Customer.
- c. All official statements, notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/documents given by Celcom and/or Digi to the Customer pursuant to this clause shall be deemed to have been served if:-

- i. sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered;
- ii. sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered;
- iii. hand delivered, upon delivery;
- iv. sent by facsimile, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or
- v. published in national newspapers in the main languages, published daily and circulating generally throughout Malaysia in respect of any change in the Services, terms of the Agreement or charges.

15. Assignment

- a. The Customer is not permitted to assign or novate any or part of their rights or obligations under the Agreement to any party, without the prior Celcom and Digi's prior written consent.
- b. Celcom and Digi may assign or novate all or part of the Agreement to any third party by notice to the Customer without the Customer's prior consent and the Customer agrees to make all subsequent payments (if applicable) as instructed in such or further notice.

16. Indulgence and Waiver

- a. No delay or indulgence by Celcom and/or Digi in enforcing any provision of the Agreement nor the granting of time by Celcom and/or Digi to the Customer shall prejudice the rights or powers of Celcom and/or Digi nor shall any waiver by Celcom and/or Digi of any breach constitutes a continuing waiver in respect of any subsequent or continuing breach.

17. Suspension and Termination

- a. The Customer may at any time terminate the Agreement by giving Celcom and/or Digi prior written notice. The Service shall be deemed terminated within four (4) Working Days from receipt of the termination notice by Celcom and/or Digi.
- b. Celcom and/or Digi reserves the right to cancel, withdraw, terminate or suspend the Service for any reason whatsoever at its sole discretion by way of a notice to the Customer. The Customer agree that Celcom and Digi shall not be liable to the Customer or to any other party for such cancellation, withdrawal, termination or suspension.

18. Miscellaneous

- a. No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.

- b. The Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
- c. Those clauses which by their nature would survive the termination of the Agreement shall so survive.
- d. The recitals and clause headings contained in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- e. No rule for the construction or interpretation of contracts shall apply to the disadvantage of either party for the reason that that party was responsible for the preparation of his Agreement or any part of it.
- f. Any reference to the provisions of any legislation made thereunder includes any statutory modification, amendment, revision, replacement or re-enactment thereof.
- g. The expression "day" and "month" shall be construed as day and month of Gregorian calendar.
- h. Any reference to a date or time is a reference to that date or time at Malaysia.
- i. Time wherever referred to in this Agreement shall be of the essence.
- j. 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.
- k. The Customer shall bear all stamp duty, service tax charges, and any other cost or charge imposed by law in connection with the preparation of the Agreement and/or the provision of the Service.
- l. The Customer shall immediately inform Celcom and Digi in writing of any change of address and/or employment or business.
- m. Words importing the singular number include the plural number and vice versa.
- n. Words importing a gender include any gender.
- o. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
- p. Notwithstanding anything to the contrary, the Customer hereby agrees to be bound by the terms of service, policies and procedures and/or any variations, additions or amendments made thereto, as may be determined by Celcom and Digi at any time.

Part B: Specific Terms and Conditions for the CelcomDigi Online Shop Service

1. Product Availability and Description

- a. The Product offered for sale on the Web Portal contains descriptions that are provided directly by the respective merchants of such Product. Celcom and Digi do not represent nor warrant that such descriptions are accurate or complete.
- b. Once a Product is sold out, notification on the unavailability of the Product will be made on the Web Portal at the earliest opportunity.
- c. The Charges displayed on the Web Portal may change from time to time without prior notice to the Customer.

- d. All Product sold are subject to availability. As there may be a delay between the time when the Customer places an order on the Web Portal, and the time when the order is accepted, the stock position relating to particular Product may change. If a Product that the Customer orders becomes out of stock before Celcom and Digi accepts the order, Celcom and Digi shall notify the Customer as soon as possible and the Customer may not be charged for the out-of-stock Product.

2. Charges

- a. The Customer shall be charged for each purchase of the Product based on the respective Charges prominently displayed on the Web Portal.
- b. The Charges shall be charged to the Customer's preferred method of payment as indicated by the Customer when the Customer proceeds with the checkout on the Web Portal.
- c. Notwithstanding the Charges imposed in Clause 2a. of Part B above, the Customer shall be charged with:
 - i. standard shipping and handling charges prescribed by Celcom and/or Digi at the point of purchase and shall be payable by the Customer in accordance with Clause 2b. of Part B; and
 - ii. data or standard charges for any actions beyond the Service (including but not limited to browsing beyond the Service's site and downloading the Product).

3. Payment Methods

- a. Celcom and Digi only accept payment via the Payment Method in Malaysian Ringgit for the purchase of the Product.
- b. Celcom and Digi will take all reasonable care, in so far as it is in Celcom's and Digi's power to do so, to keep the details of the Customer's purchase and payment secure, but, in the absence of negligence on Celcom's and Digi's part, Celcom and Digi will not be liable for any loss that the Customer may suffer if a third party procures unauthorised access to any data that the Customer provides when accessing or ordering from the Web Portal. The Web Portal uses industry standard Secure Sockets Layer (SSL) technology to provide encryption of personal information such as the Customer's name, address and credit card details.
- c. By making an offer to buy a Product, the Customer irrevocably authorises Celcom and Digi to transmit information (including any updated information) or to obtain information about the Customer from third parties from time to time, including, but not limited to, the Customer's credit card number or credit reports, to authenticate the Customer's identity, to validate the Customer's credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.
- d. Customer must be the legitimate holder of the bank account for the Payment Method used for the purchase of a Product. If Celcom and Digi suspects that the Customer is making a purchase via the Web Portal using an unauthorized Payment

Method, Celcom and Digi shall have the absolute right to suspend or terminate the Customer's purchase.

- e. In the event that the Payment Method is rejected by the issuing bank or financial institutions, Celcom and Digi shall not be liable for any claims, demands, disputes or losses resulting from the rejection.

4. Order process

- a. All orders that the Customer places on the Web Portal shall be to acceptance in accordance with these Specific Terms and Conditions.
- b. Celcom and Digi may not accept the Customer's order due to any one or more of the following non-exhaustive reasons:
 - i. the Product that the Customer ordered is out of stock;
 - ii. Celcom's and/or Digi's inability to obtain authorisation for the Customer's payment;
 - iii. Celcom and or Digi have identified a pricing or Product description error;
 - iv. there is a system or procurement failure; or
 - v. if the Customer has failed validation checks.
- c. Upon successful payment, Celcom and Digi shall send the Customer an acknowledgement via e-mail detailing the Product that the Customer has ordered within twenty-four (24) hours.
- d. Celcom and/or Digi shall notify the Customer via e-mail that the Product the Customer has purchased on the Web Portal has been dispatched. Celcom and/or Digi reserves the right to dispatch multiple Product separately.

5. Misprint and Errors, Prices and Orders

- a. Celcom and Digi endeavours to provide current and accurate information on the Web Portal. Nevertheless, misprints and other errors may occur. Accordingly, Celcom and Digi reserve the right to change the prices, fees, charges and availability of the Product via the Web Portal at any time and from time to time without any notice or liability to the Customer or any other person.
- b. Celcom and Digi will take all reasonable care to ensure that all details, prices, photographic representations and descriptions of Product appearing on the Web Portal are correct at the time when the relevant information was entered onto the system. Celcom and Digi have made every effort to display as accurately as possible the appearances, colours, textures or finishes of the Product that appear on the Web Portal. What the Customer sees will depend on the Customer's monitor and computer equipment, Celcom and Digi are therefore unable to guarantee that the product images are an accurate representation of the actual merchandise. The Customer may refer to Clause 9 of Part B if the Customer is not satisfied with the Customer's purchase.
- c. All prices listed on this Web Portal shall be subject to confirmation. Celcom and/or Digi may notify the Customer via e-mail if the confirmed price of a Product that the Customer has selected differs from the price listed on the Web Portal.

6. Purchase

- a. The Customer may purchase the Product from the Web Portal. However, the Customer may not cancel the purchase of the Product once payment has been made.
- b. To purchase any Product on the Web Portal, the Customer must be in the age of majority which is eighteen (18) years old by law.

7. Export Restrictions

- a. Celcom and/or Digi will deliver the Product to addresses within Malaysia only. Product will not be delivered internationally.

8. Shipping Policy

- a. The Customer hereby agrees and understands that:
 - i. all deliveries of the Product will be made by Celcom and/or Digi's fulfilment partner or any other courier service provider as may be appointed by Celcom and/or Digi from time to time and Celcom and/or Digi is unable to control their delivery times;
 - ii. Celcom and/or Digi will use commercially reasonable efforts to deliver the Product as quickly as possible and within any time periods indicated;
 - iii. once the Product is dispatched, the Customer will receive via e-mail an order number to track the status of the delivery. Alternatively, the Customer may also enquire about the status of the Customer's order on the Web Portal;
 - iv. all parcels will be delivered by courier to the address which the Customer has indicated in the Customer's order confirmation. Third party collection of the Product is not allowed. Upon delivery, the Customer is required to produce the Customer's NRIC, passport or any other identification document for verification of identity, failing which the Customer may not be able to collect the Product on delivery;
 - v. shipping address cannot be changed once the Product is shipped;
 - vi. the Customer shall provide accurate shipping address to Celcom and Digi. Celcom and Digi shall not be held liable for the delivery to a wrong address due to incorrect information provided by the Customer;
 - vii. Product not delivered after three (3) failed delivery attempts will be returned to the courier agency collection centre and Customer must arrange for self-collection within seven (7) days from the last delivery attempt as notified to the Customer. Additional delivery fee may be imposed by Celcom and Digi's fulfilment partner or appointed courier service if additional delivery is required;

- viii. all Product not delivered, uncollected and unclaimed by the Customer after seven (7) days will be returned to Celcom and/or Digi's warehouse and in such event, the Customer shall not be entitled to a refund;
- ix. shipping charges are determined by the Product's packing size, weight and delivery location; and
- x. risk of loss and damage of Product passes to the Customer on the date of delivery of the Product to the Customer.

9. Warranty and Claims

a. Claims

- i. If the Device is defective upon receipt or "dead on arrival" (DOA), the Customer must within twelve (12) hours of receipt make a report to Customer Service and Customer Service will direct the Customer to the nearest bluecube Outlet to confirm the defect.
- ii. If there is a defect on the Device (other than DOA), the Customer must within twelve (12) hours of receipt make a report to the Customer Service and return the Device to the relevant manufacturer's service centre for repair.
- iii. The Customer must produce the original receipt and Device with its full original packaging, accessories including any retail box, manuals, cables etc. to the relevant bluecube Outlet or manufacturer's service centre.

b. Warranty

- i. All the Product sold on the Web Portal is subject to the relevant manufacturer's warranty.

c. Any warranty or claim is void if:

- i. the damage to the Device is a result of negligence or misuse;
- ii. there is unauthorized substitution of software on the Device;
- iii. there are repairs, modification or disassembling by unauthorized person(s) on the Device;
- iv. the IMEI number on the handset label is removed, altered, defaced and not identical to the on-screen IMEI number; and
- v. the IMEI number on the device is invalid or non-readable.

10. dash4ME™ express delivery

a. Availability

- i. This Delivery is made available for Customer's selection from 3rd October 2020 and shall continue to be available until further notice is issued by CelcomDigi. Any extension or discontinuation of this. Delivery shall be at the sole discretion of Celcom and Digi.
- ii. The Customer will continue to enjoy the Delivery as long as the Delivery remains active and on offer by Celcom and Digi.

b. Charges

- i. The Customer shall be charged with Delivery Fee based on the order item listed as below:

Item	Fee
Device & Accessories	RM40

- ii. The Delivery fee shall be payable by the Customer upon checkout.

c. Schedule

- i. The ordered item will be delivered to the Customer as per below schedule of Delivery:

Order Day	Order Time	Delivery time
Monday to Thursday	On or Before 11am	Same day
	On or Before 5pm	Next working day by 1pm
	After 5pm	Next working day after 1pm
Friday	On or Before 11am	Same day
	On or Before 5pm	Saturday by 1pm
	After 5pm	Next working day
Saturday, Sunday & Public Holidays	No cut off time	

- ii. The Delivery shall resume on the following working day in the event of below:
 1. The Delivery falls on Public Holiday; and
 2. The ordered items exceed the daily capping.

d. Covered area

- i. The Delivery is made available at selected shipping address as follows:

No	State	Area	Postcode
1	Wilayah Persekutuan Kuala Lumpur	KL City Centre, Bangsar, Brickfield, Mont Kiara, TTDI	50000, 50050, 50088, 50100, 50150, 50200, 50250, 50300, 50350, 50400, 50450, 50460, 50470, 50480, 50490, 50500, 50502, 50504, 50505, 50506, 50507, 50508, 50512, 50514, 50515, 50519, 50528, 50529, 50530, 50532, 50534, 50536, 50540, 50544, 50546, 50548, 50550, 50551, 50552, 50554, 50556, 50560, 50562, 50564, 50566, 50568, 50572, 50576, 50578, 50580, 50582, 50586, 50588, 50590, 50592, 50594, 50596, 50598, 50599, 50600, 50603, 50604, 50605, 50608, 50609, 50610, 50612, 50614, 50620, 50621, 50622, 50623, 50626, 50632, 50634, 50636, 50638, 50640, 50642, 50644, 50646, 50648, 50650, 50652, 50653, 50656, 50658, 50660, 50661, 50662, 50664, 50666, 50668, 50670, 50672, 50673, 50676, 50677, 50678, 50680, 50682, 50684, 50688, 50694, 55000, 55100, 55200, 58100, 58200, 58700, 58990, 59000, 59100, 59200, 59700, 59800, 59990, 60000
2	Selangor	Shah Alam, Sunway, USJ, Puchong, Subang Jaya, Old Klang Road, TTDI, Kelana Jaya, Damansara Perdana, Petaling Jaya	46000, 46050, 46100, 46150, 46200, 46300, 46350, 46400, 46506, 46547, 46549, 46551, 46564, 46582, 46598, 46662, 46667, 46668, 46672, 46675, 46700, 46710, 46720, 46730, 46740, 46750, 46760, 46770, 46780, 46781, 46782, 46783, 46784, 46785, 46786, 46787, 46788, 46789, 46790, 46791, 46792, 46793, 46794, 46795, 46796, 46797, 46798, 46799, 46800, 46801, 46802, 46803, 46804, 46805, 46806, 46860, 46870, 46960, 46962, 46964, 46966, 46968, 46970, 46972, 46974, 46976, 46978, 47300, 47301, 47307, 47308, 47400, 47410, 47800, 47100, 47110, 47120, 47130, 47140, 47150, 47160, 47170, 47180, 47190, 40100, 40150, 47200, 47500, 47507, 47600, 47610, 47620, 47630, 47640, 47650

e. **General**

For the avoidance of doubt, these Specific Terms and Conditions shall always be read together with the General Terms and Conditions. In the event of inconsistency between these Specific Terms and Conditions and the General Terms and Conditions, the former shall prevail.