

TERMS AND CONDITIONS



Celcom Executive 50 (CE 50)

General

- This Programme is open to all new or existing customers (Non-Malaysians / Expatriates is subject to a full deposit of RM 500 and is to be collected upon registration)
- Celcom reserves the rights to change, amend and alter any part of this Addendum including the terms and conditions without prior notice to the customer and the customer agrees to be bound by such amendments.
- This Addendum shall be read together with the terms & conditions as stipulated in the Customer Agreement Form (“CAF”).
- In the event of any inconsistency between the provisions of the CAF and this Addendum, the provisions of this Addendum prevail and supersede such inconsistent provisions of the CAF in relation to the matters covered in this Addendum.
- Wherever Customer Agreement Form (CAF) is mentioned, it shall refer to the Celcom’s Registration Form.
- Celcom reserves the right to withdraw and terminate this Programme without any prior notice to the Customer.

Package and Tariff Rate

Customers under this Programme will enjoy the following discount:

Discount On Domestic Calls & SMS According To Total Usage:

Table 1.1

Monthly Fee	RM 50 (monthly fees)		
Tariffs @ different total usage level:	Voice <i>(All Network)</i> 15 sen / min	SMS <i>(All Network)</i> 0.12 / sms	
< RM 60.00			
RM 60.00 – RM 79.99	10% <i>Discount off your domestic call & SMS</i>		
RM 80.00 – RM 149.99	20% <i>Discount off your domestic call & SMS</i>		
> RM 149.99	30% <i>Discount off your domestic call & SMS</i>		
Free VAS	Voice mail, Call Waiting, Call hold, Call conferencing, CLIP & GPRS Pay Per Use		
Other Charges :			
MMS	35 sen / mms	All Network	
Video Calls	30 sen / min		
Credit Limit	RM 300		
Call Block	30 seconds per block		
SIM Card	Free 128k USIM Card		
Data Packages		Network	Tariff
	3G Pay per Use	GPRS / 3G	RM0.10 / 10kb
	Daily Unlimited	GPRS / 3G	RM8 (24 hours)
	Monthly Unlimited - Celcom Broadband Basic - Celcom Broadband Advance	GPRS / 3G / HSDPA(3.5G)	RM68 RM98
The above data charges is subject to change from time to time at Celcom’s sole discretion.			
Monthly Fee Treatment	Total Monthly Usage		Waived
	Less than RM 49.99		100% on usage
	More than RM 50.00		100% on monthly fee

Remarks:

- Rating will be performed throughout the bill cycle based on - Domestic call at 15 sen / min while domestic SMS at 12 sen each.
- Discount off domestic call and SMS will be given according to customer total usage at the end of bill cycle – refer to “Discount & Rebate” column in the bill.
- Customer is required to pay advance payment of RM 50 at the point of registration.
- For the purpose of calculation of discount and/or rebates, Celcom will use the Customer total usages which include but not limited to all Domestic and International Calls, SMS, MMS, Video Call, IDD, and Data Browsing (if customer opt for pay-per-use).
- Total usage does not include any Non Recurring Charges, Itemised Billing, VAS, Government tax, Registration and Connection fees.

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- The Customer will be charged based on call block of 30 seconds. Call made less than 30 sec will be charged based on 1 call block (rounding off).
- Customer is allowed to request for 64k or 128k SIM card for free.
- For 3G Pay per Use & Daily Unlimited, you shall be entitled to the speed of up to 3.6mbps if HSDPA (High-Speed Downlink Packet Access) subject to the mobile device used by the customer to access within the HSDPA coverage.
- The customer will automatically subscribe to 3G Pay Per Use which shall be a default Data package to be subscribed if there is no monthly unlimited or daily unlimited subscription package subscribed by the customer,
- Customer will be allowed to change any of the Data Packages or to downgrade from 3G/GPRS services to 2G services. Customer will need to terminate this Programme and re-register in order perform such changes subject to the applicable terms and conditions.
- All Celcom Mobile Broadband subscribers (“Customer”) are bound by the terms and conditions of Celcom’s Fair Usage Policy as stated in our website at www.celcom.com.my.

1+5 Plan As Supplementary

- Customer who subscribes to CEP will be allowed to register Celcom 1+5 Plan as supplementary lines only.

Payment Information

Table 1.2:

Item	Upon Registration (RM)	1 st Bill (RM)	2 nd Bill Onwards (RM)
Upfront Payment	50.00	(50.00)	-
Connection Fee	-	Waived	-
Stamp Duty	-	10.00	-
Pro-rated Monthly Fee	-	Pro-rate	-
Monthly Fee	-	50.00	50.00
Additional Charge (Voice, SMS and Data)	-	As per usage	As per usage
Itemised Billing**	-	3.00	3.00
Total*	50.00	13.00 + Prorate++	53.00 ++

Remarks:

- * The total amount does not include 5% tax, additional call / sms usage, VAS subscribed by the customers above the monthly fee.
- ** Itemised billing is optional.
- 1. Pro-rated Monthly Fee (MF) is charged in 1st bill for customer who registered less than a full month’s billing cycle.
- 2. Pro-rated MF will also be charged in termination of bill and if customer disconnects the line before the billing cycle.
- 3. In the event of customer registered on the billing cycle date, one backdated MF will be charged in 1st bill.
- 4. Any additional usage will be charged according to the tariffs mentioned in Table 1.1
- 5. Customer who opts for Monthly Unlimited Celcom Broadband Basic and Advance will enjoy a free Unlimited Internet Browsing (“Package”).
- 6. However, for international roaming internet browsing / usage customer must subscribe the International Roaming services and the charges will be based on the roaming country’s rate and Celcom’s prevailing rates.
- 7. This Package is only considered unlimited when used domestically within Celcom’s Network. On roaming the calculation of charges will be based on roaming pay per use rates as determined by our roaming partners. Please refer to www.celcom.com.my for the data roaming rates.

Value Added Services

Customer is allowed to subscribe to any other VAS offered by Celcom upon registration and is chargeable as per normal rate.

Reconnection

Upon reconnection of the service to this Programme, customers (previously under this Programme) will be reconnected into the SAME bill plan and continue to enjoy the tariff rate offered under this plan. RM10 reconnection fee will be imposed.

Sign Up Bonus

Upon registration under this Programme, the customer may be entitled to enjoy Sign-Up Bonus subject to the terms and conditions specified therein. The Customer may log onto Celcom’s website for details.

Termination

In the event the customer subscribed to Monthly Unlimited Basic or Advance Data Package as per the Table 1.1 above, the customer may terminate any of the said Data Packages within seven (7) days from the date of activation of service by Celcom at any of Celcom’ branches only.

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Prepaid Migration

The following terms and condition only applicable to Prepaid customers migrate to Postpaid plan:

Terms and Conditions for Request of Service Migration from Prepaid to Postpaid ("Service Migration")

- Customer who migrates from Celcom's Prepaid to Celcom Executive Plan will not be charged migration fee of RM 50.00 until 31st December 2008.
- Service Migration is offered to the active and existing Celcom's Xpax prepaid customers ("Customer") only. Nevertheless, Celcom shall in its absolute discretion be entitled to accept or reject any request or application by the Customer for Service Migration.
- Under this Service Migration, Customer can request for migration from Celcom's Xpax Prepaid ("Xpax") to Celcom Executive Plan ("CEP") and at the same time may request to maintain the existing Xpax mobile number.
- Prior to the Service Migration, the Customer must acknowledge on its account status based on the account summary slip issued by Celcom for any airtime balance and or network access from the current Xpax's account balance and termination of existing Value Added Services (VAS) (Subscription based value added services including and not limited to SIM Card Rescue, Call Me Tones etc)
- Any airtime balance stated and acknowledged by the Customer and confirmed in the account summary slip will be transferred as credit balance in the Customer newly created CEP account and will appear in the bill according to the billing cycle opted by the Customer.
- Any disputes of the transferred credit balance will not be entertained.
- All existing promotions including but not limited to Free Airtime Rebate, Airtime Bonus and Value Added Services enjoyed by the Customer under Xpax will cease and withdrawn automatically once the Customer have agreed and acknowledged for the Service Migration.
- Upon registration, Celcom shall be entitled to impose any fees or charges for the CEP in the bill.
- Customer may register at Celcom's branches, service centres, Celcom Tele Centres (CTC) and Celcom Authorized Dealers (effective 1st September 2008).
- Upon request to migrate to CE 50, Customer is not allowed to remigrate to Xpax Prepaid. However, the Customer may request to maintain the existing Xpax mobile number.
- Celcom shall not be liable for any claims or losses of any nature, including but not limited to, lost of profits, punitive, indirect, special incidental, or consequential damages or for other damages as a result of service disruption and migration suffered by the Customer.
- The Customer hereby acknowledged that upon request for this Service Migration, the Customer will experience service disruption no outgoing and incoming of voice and video call, Data call, SMS, MMS GRPS, 3G etc) for a minimum period of 24 hours from the requested date.

Mobile Number Portability Service

Please note that this clause is only applicable to customer who applied for mobile number portability service.

- Customer is not required to pay this bill plan upfront payment upon registration.
- Customer is subject to all mobile number portability service terms & conditions as stated in www.celcom.com.my

By signing this form, I hereby confirm that I have read, clearly understood and agreed to the aforesaid terms and conditions.

(Customer Signature)

In the presence of

Customer's Name :

Name :

NRIC. No (New) :

NRIC No (New) :

Date :

Dealer's Name & Rubber Stamp :

Date :