



## TERMS AND CONDITIONS

- 1) There is no minimum contract period for the Maxis Broadband Service (hereafter referred to as the Service).
- 2) An advanced payment of RM78 is applicable upon registration and is non-refundable. The first month's fee will be deducted from the advanced payment. Balance (if any) will be carried forward to the following month. Foreigners will be charged a deposit of RM300 for every subscription.
- 3) The Service is on a best effort basis. Speeds for wireless broadband depend on factors such as location, distance from communications tower and number of simultaneous users.
- 4) The Service is only available in coverage areas. Before signing up, please call **1800 82 2000** or check at **[maxis.com.my/broadband](http://maxis.com.my/broadband)** if you are within the coverage area.
- 5) Every time you log on to the Service, a webpage may appear to communicate the latest information and to link to your account management portal.
- 6) To allow all our customers to enjoy quality browsing experience, Maxis will not assure constant connectivity if you use peer-to-peer or file sharing software.
- 7) You may use 2GB of data volume per month. If you exceed this, Maxis reserves the right to throttle your speed, and for very excessive usage, to cap your usage.
- 8) Bills are available in electronic format at **<https://myaccount.maxis.net.my/wbb>** and a copy is sent to your nominated email address in PDF format. If you choose to receive a paper bill, a RM5 per statement charge will apply.
- 9) The above terms are supplemental to the Our Customer Terms on **[http://www.maxis.com.my/personal/general/tnc\\_maxi\\_sbroadband.asp](http://www.maxis.com.my/personal/general/tnc_maxi_sbroadband.asp)**.

## **1. Customer Terms for Maxis Broadband**

This page provides a summary of Our Customer Terms for the Maxis Broadband Service and gives you some important information about what those term cover and your rights and obligations. Please read the information below carefully, as there are some important consequences for you.

## **2. What we will do:**

We are committed to providing Maxis Broadband Services ('Service') to you on an "as is" basis and within a reasonable timeframe only if the Service is available in your area, if you meet our credit policy requirements and if you comply with Our Customer Terms.

## **3. What you must do to get the Service: You will need to:**

- provide us with accurate and complete information at all times as may be required for availing our Services.
- consent to your personal information being used by us for any purpose related to our provision of the Service.
- read and accept Our Customer Terms.
- ensure that you have necessary equipment to use the Service.
- promptly pay for the monthly service charges and other charges relating to the Service. You will be responsible for all service charges of the Service, whether or not you were the one using the Service.
- make sure that payments to us are in full, without any deductions. At our discretion, we can set off, consolidate or combine accounts or transfer monies outstanding in

any of your accounts with Maxis or its related companies towards reducing any amounts you owe us for the Service.

#### **4. Your obligations when you use the Service: You must:**

- not disclose your log on details to anyone else, or share your Service.
- comply with the Maxis Fair Usage Policy , Maxis Broadband Terms & Conditions and General Terms and Conditions

#### **5. Collectively 'Our Customer Terms':**

- not use the Service:
- to send spam or unsolicited email messages, and against public interest;
- for any unlawful purpose such as vice or gambling, infringement of other people's intellectual property, publishing any defamatory or abusive material;
- not exceed a total usage of 3GB of data volume transmitted per month. If you do so, Maxis reserves the right to take any action if deemed fit.

#### **6. Upgrade of service plan:**

Request for a change of plan is allowed with our approval and with you bearing all related charges.

## **7. When we can suspend or cancel your Service:**

We may suspend or cancel your Service in a number of circumstances, such as where you breach Our Customer Terms, you do not pay your bill on time, where it is necessary to restore or maintain our network, there is an emergency, the law allows or requires us to do so, you leave your premises, or you become bankrupt or insolvent. If the Service is cancelled or suspended, you are required to pay charges outstanding as at cancellation/ suspension date. Reconnection charge is payable before we reconnect a cancelled/ suspended Service.

## **8. When we can alter the Service:**

We may alter the Service or Our Customer Terms after giving you prior notice. If you are not agreeable to such alteration, you can choose to terminate the Service by notifying us in writing prior to the effective date of such alteration.

## **9. Our/Your liability:**

We aim to provide but do not guarantee continuous or fault free services. We are not liable to you in contract, tort (including negligence), or otherwise for any loss or damage (e.g. lost profits or business or consequential losses that you may suffer in connection with the Service (or a failure to provide the Service)). You agree to indemnify and keep us indemnified against any loss, damage, liability or expenses arising from any claims whatsoever including for libel, invasion of privacy, infringement of intellectual property rights or breach of any law or regulation arising from the use of your Service, whether by you or any other person.