

## MAXIS – Mobile Internet Packages: Terms and Conditions

### 1. Service

The Service is a service provided by Maxis which allows you to connect to and access the Internet (both WEB and WAP services) via mobile or use your mobile device as a modem to connect to the Internet at the rates prescribed below.

To use, preview and/or subscribe for the Service, you will have to be a subscriber of Maxis' postpaid or prepaid mobile service (Hotlink). Your use of the Service shall be subject to the terms and conditions set out here.

Where applicable, access and usage of this Service shall also be subject to the General Terms and Conditions at [http://www.maxis.com.my/personal/general/tnc\\_main.asp](http://www.maxis.com.my/personal/general/tnc_main.asp) (which include terms and conditions for Website Use, the Rules of Acceptable Use and the Privacy Statement).

### 2. Charges

#### A. Rates for data packages as of 4<sup>th</sup> January 2012

The terms and conditions and rates for data packages as of 5<sup>th</sup> September 2011 applicable to Prepaid data packages/passes, continue to be applicable to Prepaid data packages/passes.

The terms and conditions and rates for data packages as of 5<sup>th</sup> September 2011 and 1<sup>st</sup> December 2011 applicable to Postpaid data packages/passes shall cease to be applicable and shall be superseded by the following.

The charges for the Service vary depending on the type of Postpaid data packages which you choose. You can choose between time based passes/packages (eg. 1Hour pass and 1Day pass) and monthly based packages. If you subscribe for postpaid monthly based packages, the postpaid price and quota entitlement (as set out in Table I – Postpaid Mobile Internet rates below) will be pro-rated based on the bill cycle date, taking into account factors such as your activation date, deactivation date, any plan changes and bill cycle changes (i.e. changes to your bill cycle date).

As of 4<sup>th</sup> January 2012, the available Postpaid data packages and the applicable rates, which are all capped based on the time/usage (quota entitlement), are set out in the table as follows, namely, Postpaid (Table I – Postpaid Mobile Internet rates):

**Table I - Postpaid Mobile Internet rates**

Types of Postpaid data package	Quota Entitlement	Package duration	Postpaid price (in RM)	Charges for continued use upon exceeding volume quota	Auto-Renewal
General pay-per-use	N/A	N/A	Rate: 10 sen/10kB	N/A	N/A
1 Hour pass	100MB	60 minutes from the time of	RM 2	The prevailing applicable pay-per-	No

		activation		use rates (if you do not subscribe for a monthly pass or if you have exhausted the volume quota of your monthly pass)	
1 Day pass	500MB	24 hours from the time of activation	RM 8		No
Monthly pass 100MB	100MB	1 Calendar Month	RM 18	Pay per use rate of 30 sen/1MB	Yes
Monthly pass 200MB	200MB	1 Calendar Month	RM 28		Yes
Monthly pass 500MB	500MB	1 Calendar Month	RM 38		Yes
Monthly pass 1GB	1.0GB	1 Calendar Month	RM 48		Yes
Monthly pass 1.5GB*	1.5GB	1 Calendar Month	RM 58		Yes
Monthly pass 3GB	3.0GB	1 Calendar Month	RM 68		Yes
Monthly pass 5GB*	5.0GB	1 Calendar Month	RM 88		Yes
Quota Upgrade 50MB**	50MB	From the time of activation until your bill cycle date.***	RM 10	The prevailing applicable pay-per-use rates (if you do not subscribe for a monthly pass or if you have exhausted the volume quota of your monthly pass)	No
Quota Upgrade 100MB**	100MB		RM 18		No
Quota Upgrade 200MB**	200MB		RM 28		No
Quota Upgrade 500MB**	500MB		RM 38		No
Quota Upgrade 1.0GB**	1.0GB		RM 48		No

**Notes:**

\* Not available for subscription.

\*\* Only available for customers who have subscribed for monthly passes.

\*\*\* Quota upgrades will expire on your bill cycle date which is in effect at the point of purchase of the quota upgrades. For clarity, if you change your bill cycle date after your purchase of the quota upgrade, the quota upgrade will nevertheless expire on your bill cycle date in effect prior to your change of the bill cycle date.

For ease of reference under this section on the rates for Postpaid data packages as of 4<sup>th</sup> January 2012 in this MAXIS - Mobile Internet Packages: Terms and Conditions:

- (i) The Postpaid 1Hour Pass and 1Day Pass are categorised and referred to as “**Postpaid Time Based Passes**”
- (ii) The Postpaid Quota Upgrade of 50MB, 100MB, 200MB, 500MB and 1.0GB are categorised and referred to as “**Postpaid Quota Upgrade Passes**”

The Postpaid Quota Upgrade Passes are only available for customers who have subscribed for monthly passes. Customers who have subscribed for monthly passes may, at any one time purchase (in addition to the monthly pass already subscribed for) a Time Based Pass, a Quota Upgrade Pass or both (concurrently).

The order of utilisation of the volume entitlement shall be as follows, the volume entitlement of item (i) being the first to be exhausted, followed by that of item (ii) and finally, that of item (iii):

- (i) Postpaid Time Based Passes;
- (ii) Postpaid Quota Upgrade Passes;
- (iii) Postpaid monthly passes/packages.

Notwithstanding the above, the pay-per-use charges for the continued use by postpaid subscribers of any of the above data packages exceeding the time/ volume quota as specified above, shall be subject to a maximum monthly cap of RM250.

The rates outlined in the above table do not account for usages while on an overseas roaming network.

Also while the Postpaid customer is on data roaming, each data session is split evenly on both the home network as well as the overseas roaming network. Therefore the Postpaid customer will incur data charges for both the local leg within the Maxis network and again for the same usages on the overseas roaming network.

**B. Rates for data packages as of 1<sup>st</sup> December 2011**

The terms and conditions and rates for data packages as of 5<sup>th</sup> September 2011 remain the same except the charges for continued use upon exceeding volume quota for the 100MB, 250MB, 500MB, 1.5GB and 3.0GB postpaid monthly passes, which shall be superseded by the following:

**Table I - Postpaid Mobile Internet rates**

Types of Postpaid data package	Volume Quota	Package duration	Postpaid price (in RM)	Charges for continued use upon exceeding volume quota	Auto-Renewal
Monthly pass 100MB	100MB	1 Calendar Month	RM 18	Pay per use rate of 30 sen/MB	Yes
Monthly pass 250MB**	250MB	1 Calendar Month	RM 38		Yes
Monthly pass 500MB	500MB	1 Calendar Month	RM 58		Yes
Monthly pass 1.5GB	1.5GB	1 Calendar Month	RM 78		Yes
Monthly pass 3GB	3.0GB	1 Calendar Month	RM 88		Yes

*Note:*

\*\* Availability is subject to Maxis's discretion and such terms and conditions as Maxis shall determine from time to time.

### C. Rates for data packages as of 5<sup>th</sup> September 2011

The charges for the Service vary depending on the type of data packages which you choose. You can choose between time based passes/packages (eg. 1Hour, 1Day and the like) and monthly based packages. Also the rates for these packages also differ based on whether you are a prepaid or postpaid user. Further, if you subscribe for postpaid monthly based packages, the postpaid price and volume quota (as set out in Table II – Postpaid Mobile Internet rates below) will be pro-rated based on the bill cycle date, taking into account factors such as your activation date, deactivation date, any plan changes and bill cycle changes (i.e. changes to your bill cycle date).

The present applicable rates, which are all capped based on the time/usage (volume quota), are set out in the 2 tables below, one for Prepaid packages (Table I – Prepaid Mobile Internet rates) and one for Postpaid (Table II – Postpaid Mobile Internet rates) as follows:

**Table I – Prepaid Mobile Internet rates**

Types of Prepaid data package	Volume Quota	Package duration	Prepaid user (in RM)	Charges for continued use upon exceeding volume quota	Auto-Renewal
General pay-per-use	N/A	N/A	Rate: 10 sen/10kB	N/A	N/A
1 Hour pass	100MB	60 minutes from the time of activation	RM 2	The prevailing applicable pay-per-use rates (if you do not subscribe for a monthly pass or if you have exhausted the volume quota of your monthly pass)	No
1 Day pass	500MB	24 hours from the time of activation	RM 8		No
1 Week pass	5MB	7 x 24 hours from the time of activation	RM 3		No
2 Weeks' pass	100MB	14 x 24 hours from the time of activation	RM 18		No
Monthly pass 500MB**	500MB	1 Calendar Month	RM 68	Pay per use rate of 5 sen/10kB	Yes
Monthly pass 1.5GB**	1.5GB	1 Calendar Month	RM 88		Yes
Monthly pass 3GB	3.0GB	1 Calendar Month	RM 98		Yes
3 Days' Quota Upgrade*	1GB	3 x 24 hours from the time of activation	RM 10	The prevailing applicable pay-per-use rates (if you do not subscribe for a	No

1 Week Quota Upgrade*	1.5GB	7 x 24 hours from the time of activation	RM 25	monthly pass or if you have exhausted the volume quota of your monthly pass)	No
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**Notes:**

\* Only available for customers who have subscribed for monthly passes.

\*\* Not available for prepaid free iPhone 500MB x 12 months data package/iData 500MB Pass customers.

**Table II - Postpaid Mobile Internet rates**

Types of Postpaid data package	Volume Quota	Package duration	Postpaid price (in RM)	Charges for continued use upon exceeding volume quota	Auto-Renewal
General pay-per-use	N/A	N/A	Rate: 10 sen/10kB	N/A	N/A
1 Hour pass	100MB	60 minutes from the time of activation	RM 2	The prevailing applicable pay-per-use rates (if you do not subscribe for a monthly pass or if you have exhausted the volume quota of your monthly pass)	No
1 Day pass	500MB	24 hours from the time of activation	RM 8		No
Monthly pass 100MB	100MB	1 Calendar Month	RM 18	Pay per use rate of 10 sen/10kB	Yes
Monthly pass 250MB**	250MB	1 Calendar Month	RM 38		Yes
Monthly pass 500MB	500MB	1 Calendar Month	RM 58	Pay per use rate of 5 sen/10kB	Yes
Monthly pass 1.5GB	1.5GB	1 Calendar Month	RM 78		Yes
Monthly pass 3GB	3.0GB	1 Calendar Month	RM 88		Yes
3 Days' Quota Upgrade*	1GB	3 x 24 hours from the time of activation	RM 10	The prevailing applicable pay-per-use rates (if you do not subscribe for a monthly pass or if you have exhausted the volume quota of your monthly pass)	No
1 Week Quota Upgrade*	1.5GB	7 x 24 hours from the time of activation	RM 25		No

**Notes:**

- \* Only available for customers who have subscribed for monthly passes.
- \*\* Availability is subject to Maxis's discretion and such terms and conditions as Maxis shall determine from time to time.

For ease of reference under this section on the rates for data packages as of 5<sup>th</sup> September 2011 in this MAXIS - Mobile Internet Packages: Terms and Conditions:

- (i) The 1Hour Pass, 1Day Pass, 1Week Pass and 2Weeks' Pass are categorised and referred to as "**Time Based Passes/Packages**"
- (ii) The 3Days' Quota Upgrade and 1Week Quota Upgrade are categorised and referred to as "**Quota Upgrades**"

The Quota Upgrades are only available for customers who have subscribed for monthly passes. Customers who have subscribed for monthly passes may, at any one time purchase (in addition to the monthly pass already subscribed for) either a Time Based Pass/Package or a Quota Upgrade for use only until the earlier of either:

- (i) such time the volume quota of the Time Based Pass/Package or the Quota Upgrade, as the case may be, is exhausted; or
- (ii) the expiry of the validity period of the Time Based Pass/Package or the Quota Upgrade, as the case may be.

Notwithstanding the above, the pay-per-use charges for the continued use by postpaid subscribers of any of the above data packages exceeding the time/ volume quota as specified above, shall be subject to a maximum monthly cap of RM250.

The rates outlined in the above table do not account for usages while on an overseas roaming network.

Also while the Postpaid customer is on data roaming, each data session is split evenly on both the home network as well as the overseas roaming network. Therefore the Postpaid customer will incur data charges for both the local leg within the Maxis network and again for the same usages on the overseas roaming network.

**D. Rates for data packages as of 22<sup>nd</sup> November 2010**

The base charging packages or Pay-per-use was the only package subject changes in this round of amendments. The rates remain the same; however 'Off Peak' is no long offered from the aforementioned date onwards.

Affected data package	Volume Cap	Price (Postpaid)	Price (Prepaid)	Auto-Renewal
Pay-per-use (base charging package)	N/A	RM0.10/10kB (all day single rate)	RM0.10/10kB (all day single rate)	N/A

**E. Rates for data packages as of 16<sup>th</sup> August 2010**

The charges for the Service vary depending on the type of data packages which you choose. You can choose between 1Hour, 1Day, 1Week, 2weeks and Monthly packages. The rates for these packages also differ based on whether you are a prepaid or postpaid user.

The present applicable rates, which are all capped based on the time/usage (MB/GB) as set out below, are as follows:

Types of data package	Volume Cap	Price (Postpaid)	Price (Prepaid)	Auto-Renewal
Pay-per-use (base charging package)	N/A	Peak: RM0.10/10kB Off Peak: RM0.05/10kB	Peak: RM0.10/10kB Off Peak: RM0.05/10kB	N/A
1 Hour pass# (60 minutes from the time of activation)#	100MB	RM 2	RM 2	No
1 Day pass# (24 hours from the time of activation)	500MB	RM 8	RM 8	No
1 Week pass 5MB# (7 x 24 hours from the time of activation)	5MB	N/A	RM 3	No
2 Weeks' pass 100MB# (14 x 24 hours from the time of activation)	100MB	N/A	RM 18	No
Monthly pass 100MB** (Calendar Month)	100MB	RM 18	N/A	Yes
Monthly pass 500MB* (Calendar Month)	500MB	RM 58	RM 68	Yes
Monthly pass 1.5GB* (Calendar Month)	1.5GB	RM 78	RM 88	Yes
Monthly pass 3GB* (Calendar Month)	3.0GB	RM 88	RM 98	Yes

**Notes:**

# The charges for continued use after exceeding the time stipulated or the volume cap for the Time based pass (without your renewal of the subscription of the package) would be based on pay per use rate or any applicable existing incumbent package

\* The charges for any use exceeding the usage volume caps for the respective packages would be at the rate of **RM 0.05/10kB**.

\*\* *The charges for any use exceeding the usage volume caps (MB/GB) for the respective packages would be at the rate of **RM0.10 /10kB**.*

Notwithstanding the above, the continued use by postpaid subscribers of any of the above data packages exceeding the time/ size as specified above, shall be subject to a maximum monthly cap of RM250.

**F. Rates for data packages as of 10<sup>th</sup> March 2010**

The base charging packages or Pay-per-use was the only package subject changes in this round of amendments. The rates remain the same; however the time frames for ‘Peak’ and ‘Off Peak’ were altered. The new times are:

<b>Time Frame</b>	<b>Start Time</b>	<b>End Time</b>
<b>Peak time frame</b>	<b>07:00 am</b>	<b>02:00 am</b>
<b>Off Peak time frame</b>	<b>02:00 am</b>	<b>07:00 am</b>

The affected packages are displayed below:

<b>Affected data package</b>	<b>Volume Cap</b>	<b>Price (Postpaid)</b>	<b>Price (Prepaid)</b>	<b>Auto-Renewal</b>
Pay-per-use (base charging package)	N/A	Peak: RM 0.10/10kB Off Peak: RM 0.05/10kB	Peak: RM 0.10/10kB Off Peak: RM 0.05/10kB	N/A

**G. Rates for data packages prior to 24<sup>th</sup> August 2009**

The legacy data packages (data packages which were in place prior to 24 August 2009) will continue to be supported based on the applicable rates as set out below. However, these packages will not be available for any new subscribers beginning 24 August 2009. The rates for the legacy packages are as follows:

<b>Legacy Data packages (Not offered to new users from 24/08/2009 onwards)</b>	<b>Postpaid user</b>	<b>Auto-Renewal</b>	<b>Prepaid user</b>
Pay-per-use	Peak: 1 sen/kB Off Peak: 0.5 sen/kB	N/A	Peak: 1 sen/kB Off Peak: 0.5 sen/kB
1MB Package	RM 5 RM 0.005 /kB for usages above 1 MB.	Yes	No Data packages only Pay-per-use rates.
5 MB Package	RM 8 RM 0.005 /kB for usages above 5 MB.	Yes	
Unlimited plan	RM 99	Yes	

## **H. Responsibility for charges under the Service**

Please note that you will be charged for all applicable charges relating to or in connection with the Services as set out above even if the charges were incurred by a third party using your mobile phone/ device and/or the sim card registered to you. If the mobile phone/ device does not belong to you or if someone else is paying the mobile phone bill, please obtain that person's consent prior to accessing and using the Service.

### **3. Status of usage of Services**

As a customer who subscribed for data packages, the following methods enable you to be informed of the status of usage of the Services.

#### **A. SMS Notifications**

You will receive a SMS notification from Maxis to inform you that your usage (as at the time set out in the SMS notification ("**Time Stamp**"), not the time of your receipt of the SMS notification):

- (i) has reached 80% of the volume quota for the data package which you have subscribed for ("**80% Notification**"); and/or
- (ii) has exhausted the entire volume quota for the data package which you have subscribed for ("**100% Notification**").

If you have exhausted the entire volume quota for the data package which you have subscribed for before your receipt of the 80% Notification, you will only receive the 100% Notification.

Without limitation to any disclaimers set out in this MAXIS - Mobile Internet Packages: Terms and Conditions, you acknowledge and agree that:

- (i) the SMS notification is for your convenience only;
- (ii) the SMS notification received from Maxis may be delayed
- (iii) The information in the SMS notification is system generated, based on the records as at the Time Stamp, not the time of your receipt of the SMS notification and the information may not as such be up to date by the time you received the SMS notification.
- (iv) Maxis is not responsible for any error or omission of information in the SMS notification or non-receipt of the SMS notification and Maxis shall not be liable to you for any amounts, damages, loss, expenses, claims, demands or cost of any kind arising from such circumstances.

#### **B. Check Status Function**

You may also check your usage of the volume quota for the data package which you have subscribed for by selecting the 'Check Status' option in the Mobile Internet menu ("**Check Status Function**").

Without limitation to any disclaimers set out in this MAXIS - Mobile Internet Packages: Terms and Conditions, you acknowledge and agree that:

- (i) the Check Status Function is for your convenience only;
- (ii) the receipt of the information using the Check Status Function may be delayed
- (iii) the information you received using the Check Status Function is system generated, based on the records as at the Time Stamp, not the time of your receipt of the said information and it may not as such be up to date by the time you received it.
- (iv) Maxis is not responsible for any error or omission of information from your use of the Check Status Function or non-receipt of information using the Check Status Function and Maxis shall not be liable to you for any amounts, damages, loss, expenses, claims, demands or cost of any kind arising from such circumstances.

#### **4. Payment**

You hereby agree to promptly pay all amounts due to Maxis as reflected in your official monthly bill statement and for all charges whatsoever occasioned by or in connection with the use of the Service irrespective of whether such charges were authorised by you or has arisen from any other causes whatsoever.

#### **5. Equipment**

This Service can be used on all browsing enabled devices.

You shall remain solely responsible to ensure that the mobile phone equipment or device used by you is compatible to use the Service. You shall continue to be liable for any and all charges incurred in connection with the Service even if you are unable to use or view the Service purchased or subscribed to in accordance with these terms.

If you are unsure whether your mobile phone is compatible for use of the Service, please consult your mobile phone handbook or check with the maker of your mobile phone. Maxis shall not be liable and/ or responsible should you be unable to use the Service as a result of the make or model or functionality limitations of your mobile phone.

#### **6. Delivery of Service**

You can subscribe for the Service via the following means:

- (i) USSD (UMB),
- (ii) WAP Portal, and
- (iii) by calling in to customer service (123) (applicable to postpaid customers only).

Once you have chosen your desired data plan and subscribed for the Service, you will have to wait for an SMS confirming the activation of the Service before proceeding to use the Service.

#### **7. Termination and Suspension**

Maxis reserves the right to cancel, withdraw, terminate or suspend the Service for any reason whatsoever at its sole discretion without notice to you. You agree that Maxis shall not be liable to you or to any other party for such cancellation, withdrawal, termination or suspension.

## **8. Restrictions and Prohibitions**

You shall abide by all conditions, restrictions and notifications issued by Maxis in relation to this Service. If Maxis is of the view that there has been a contravention of these terms and conditions, Maxis reserves the right to terminate and/or suspend your access and use of the Service.

To prevent network congestion, traffic from peer-to-peer software/ applications (such as BitTorrent, eDonkey, Gnutella) or file sharing software (such as Limewire) are blocked from the hours of 6am to 12am (Midnight) everyday.

## **9. Disclaimer**

The Service is provided on an "AS IS" basis without any representation or warranties of any kind whether express or implied. Maxis, its related and affiliated corporations disclaim and exclude all warranties relating to or in connection with the Service including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy.

Maxis, its related and affiliated corporations do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that the website or the server, third party or otherwise, that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials.

In no event shall Maxis, its related and affiliated corporations be liable to you 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 tortious action, arising out of or in connection with your access, use of, or your inability to access or use the Service.

## **10. Indemnity**

You agree to indemnify and hold Maxis, its related and affiliated corporations harmless against any costs, claims, demands, actions, proceedings, judgements, expenses, losses and liabilities of whatsoever nature incurred or suffered by, or brought, made or recovered against Maxis, its related and affiliated corporations arising out of or in connection with your (a) use of the Service; and/or (b) breach of these terms and conditions by you.

## **11. Governing Law and Jurisdiction**

These terms and conditions are subject to interpretation in accordance with the laws of Malaysia. Any dispute in relation to the use of the Service shall be subject to the jurisdiction of Malaysian courts.