

## Customer Information

Name	LIM SOON CHIAN	TAC Verification	<b>Not Required</b>
ID type	MALAYSIAN ID CARD	Contact No.	60106604874
Date of birth	13/12/1977	ID No.	771213016571
Nationality	MALAYSIAN	Email:	soonlim@gmail.com
Biometric Verification	Not performed		

## Billing Address

03A, BLOK C, RHYTHM AVENUE,

PERSIARAN KEWAJIPAN, USJ 19

### Billing Preference

- ☐ Send physical bill to billing address  
Physical bill will have charges involved
- ☒ Email bill

Postal Code	47630
State/Province	SELANGOR
Monthly Start Date	<b>24</b>
Account Number	2172310902

### Transfer of Account: Previous Customer Details

Account Number:

Name:

ID type:

Biometric Verification:

ID No:

### Sim Swap: 3rd Party Request

Account Number:

Name:

ID type:

Biometric Verification:

ID No:

### Port-in: 3rd Party request

Account Number:

Name:

ID type:

Biometric Verification:

ID No:

**Maxis Fibre 100Mbps**

Changed From Maxis Fibre 30Mbps

Modem ID 431011

Prime Status: No

Order Type: Maxis Fibre 100Mbps

Installation Address:

03A, BLOK A, RHYTHM AVENUE, „PERSIARAN

KEWAJIPAN, USJ 19,Selangor,47630

Subang Jaya

Selangor

47630

Subang Jaya

SELANGOR

Monthly Commitment Fee

**RM 129.00****Maxis Fibre - Voice**

VOIP Number

60358925245

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	<b>Sub total</b>	<b>RM 0.00</b>
	<b>Service tax</b>	<b>RM 0.00</b>
	<b>Total Amount Paid</b>	<b>RM 0.00</b>

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Sales Code – Dealer Outlet: DAYTHREE BUSINESS SERVICES

Sales Staff Code: TSASIRE



# Service Specific Terms & Conditions (“SSTC”) – Maxis Fibre Broadband

- Service Specific Terms & Conditions (“SSTC”) – Maxis Fibre
- [Service Specific Terms & Conditions \(“SSTC”\) – Maxis Fibre Pre-Installation Offer](#)
- [Appendix - Maxis Fibre](#)

Version [5 January 2021]

## General

1. The Product & Service: Maxis Fibre 30Mbps, 100Mbps, 300Mbps, 500Mbps or 800Mbps.
2. You: Person(s) signing up for the Product & Service.
3. The Product and use of the Service is subject to the General Terms & Conditions ("GTC"), Service Specific Terms & Conditions ("SSTC"), Maxis Fair Usage Policy and any other applicable terms and conditions, all at [www.maxis.com.my/FUP](http://www.maxis.com.my/FUP) and [www.maxis.com.my/tnc/personal](http://www.maxis.com.my/tnc/personal)
4. Capitalised terms herein have the same meaning as defined in the GTC.
5. Any conflict or inconsistency between this SSTC, the GTC and Summary Terms and Conditions ("STC"), shall be construed in the following order of precedence: (a) SSTC; (b) GTC; and (c) STC.
6. We reserve the rights without liability, to revise this SSTC, Product and our pricing. Where reasonably practicable, we will give you reasonable advance notice of such changes and all previous versions of our user guides or leaflets will be superseded. You accept you are responsible for regularly reviewing information on the Product and/or Service at [www.maxis.com.my/tnc/personal](http://www.maxis.com.my/tnc/personal), including changes to the Agreement. Your continued use of the Product, Service and/or plan(s) (after the Effective Date of any revision/change to the terms and conditions of Agreement, Product and/or Service and relevant plan(s)) shall constitute unconditional acceptance by you of such revisions/changes and you shall be bound by the same. If you do not accept such revisions/changes, you are entitled to terminate the Product & Service and/or the use of the Service by giving us notice within 28 days from the Effective Date failing which you are assumed to have accepted the changes.

## Availability of Service

7. The Product & Service is only available in certain coverage areas. Call 123 (from your mobile), **1800 82 1123** or log onto [www.maxis.com.my/fibre](http://www.maxis.com.my/fibre) to check if you are within the coverage area.
8. We will endeavour to call you within 7 days of your application for the Product & Service to inform you of acceptance or rejection of your application. Provision of the Product & Service is at our sole discretion.
9. If you are signed up with a fibre package not provided by Maxis and are interested to sign up to our Maxis Fibre packages, you are advised to contact us for further assistance prior to termination of your existing service.

## Eligibility

10. You are ineligible for the Product & Service if you have any outstanding payments with us.
11. This Product & Service is inapplicable to you if you are a commercial user and/or bulk subscriber.
12. The provision of Service is contingent on your installation address ("Premises") being-fibre ready and having a termination point within the Premises. In the instance your Premises is fibre-ready and has a termination point, but there are other issues arising (including but not limited to fibre port(s)), we will endeavor to assist in solving said issue. We shall not be held liable for such other issues.

## Charges

13. The applicable Charges and rate table guide for the Product & Service is as set out on our official website at <https://www.maxis.com.my/broadband/maxis-fibre/>. Charges displayed do not include applicable taxes.

## Commitment Period and Duration of Service

14. The Service(s) commences on the date of successful onsite installation of the Equipment at your premises ("**Activation Date**") and for a minimum period of 24 months from the Activation Date ("**Commitment Period**"). The following early termination charge shall apply where you terminate the Service before the end of the Commitment Period:
- if your Maxis Fibre plan/package was subscribed before 23rd November 2020: RM500 at any time of termination during the Commitment Period; or
  - if your Maxis Fibre plan/package was subscribed on or after 23rd November 2020 (this includes existing Maxis Fibre customer who subscribed to another Maxis Fibre plan/package on or after 23rd November 2020 where a fresh Commitment Period will apply): (i) RM500; or (ii) an amount based on the remaining months subscription charges, calculated as follows; whichever is the higher:  
$$\text{Monthly charges (RM)} \times \text{Remaining month(s) of the Commitment Period.}$$
- After the Commitment Period, the Service shall continue automatically until you terminate the Service(s) in accordance with this SSTC.
15. For Maxis Fibre 500Mbps and 800Mbps, 2 units of Mesh WiFi will be provided to you as part of your plan with no extra charge. In the event you terminate or change your rate plan to one that is lower than 500Mbps within the Commitment Period, you shall be required to pay the remaining balance charge for the 2 units of Mesh WiFi in accordance with the formula as provided in Clause 36 below.

## Deposit & Billing

16. A deposit of RM500 is chargeable for non-Malaysians subscribing for the Service.
17. You may receive a bill for each Service subscribed for in the package (up to 2 bills). Non-payment for any one of the Service package may result in suspension or barring of all or a part of the Service until the outstanding amount is paid.

## Installation of Service

18. You will receive a call from us within 5 days upon registration confirming your installation appointment date and time. You must inform us 3 days prior to the appointment date for any rescheduling or cancellation of the installation. We reserve the rights to charge you RM200 for any late rescheduling or cancellation request.
19. You consent for us and/or our agents gaining access to your Premises, with prior notice to you, to place the router, dongle, Mesh WiFi, Digital Enhanced Cordless Telecommunication Phone ("**DECT**") phone, modem (comprising either the Optical Network Terminal ("**ONT**") or Broadband Termination Unit ("**BTU**"), as the case may be) (collectively referred to as "**Maxis Equipment**") and install the Service. Installation will be at Premises as per the address you provide us. We shall not be held liable for installation issues arising from errors in details of the Premises given by you. Installation of the Service will take approximately 6-7 hours and you must agree to the drilling area before we begin installation.
20. If there is an existing TM BTU installed at the Premises, then the Service will be installed and configured to the existing BTU for fibre infrastructure only. No additional BTU will be provided.
21. You must be present during installation or designate a person aged 18 or above to be present on your behalf for installation of the Service, failing which we will not proceed with the installation.
22. Standard installation, covers up to a cumulative total of 100 metres from the nearest fibre termination box to the access termination box (e.g. the first 85 metres (outside your home) from the nearest fibre distribution panel to the termination box and the first 15 metres (inside your home) from the termination box to the access termination box, or any variation thereof). If the length required at your Premises exceeds the said allocated amount, you will have to bear any extra charges. The installation provided is of standard specifications (over wall with clip or cable casing only). Costs for non-standard installations, such as over the ceiling, underground ducts, concealed wiring, etc. will be borne by you.
23. If you are relocating, you must provide us one (1) month prior notice of your relocation. Any relocation will be subject to the Service coverage area and a recontracting of your Maxis Fibre plan for a fresh commitment period of 24 months based on the available plan(s) at that time, which may include other device and/or equipment specific terms and conditions as may be determined by us. We may terminate the Service with notice to you if the Service cannot be provided and/or is not available at your relocated Premises, and you may be required to pay the early termination charge as provided in Clause 14. You shall be required to bring over the Maxis Equipment (which includes accessories for equipment connected to the Fibre Wall Socket of your Premise) to your new Premise in order to continue the Service, failing which, the performance or availability of Service provided to you may be affected.
24. In the event that you are not ready for installation upon our visit to your Premises, installation of Service will be deferred. You will resolve any issue (being the cost of the deferment) and reschedule a new

installation date within 21 days from the cancelled date. Failure to re-schedule an appointment date will result in your application being terminated, and you will be charged accordingly. Maxis shall not be held liable for any further delays due to deferment.

25. Depending on the Maxis Fibre plan you subscribe to, you may be provided with a DECT phone. In the instance you subscribe to a plan without a free DECT phone, you will need to purchase your own DECT phone for use. In any case, you agree to accept the phone number assigned to you before we activate the Service.
26. Maxis reserves the right to charge RM50 for site support for any non-Maxis related support, where Maxis installers are required to be on-site to rectify the fault, if any.

## Equipment

27. You are responsible, at all times, for the safety of Maxis' Equipment in your Premises. Upon termination of the Service, Maxis' Equipment must be returned in good working condition, failing which you may be charged for any loss or damage.
28. The Maxis Equipment provided to you remains Maxis' property.
29. The Maxis Equipment provided on installation has a warranty that is reflective of your specific contract with Maxis. You are free to purchase your own WiFi router and other equipment for using the Service, but we shall not in any way warrant the quality of the Service from the WiFi router and other equipment of your choice.
30. For issues with Maxis Equipment or for assistance on other technical matters relating to the Service, please call [1800 82 1123](tel:1800821123) from any line, or [123](tel:123) from your Maxis mobile line.

## Device(s) Add-On

31. Our Maxperts installation team may suggest and upsell to you devices which may improve the Service connectivity in your Premises.
32. Those devices mentioned in clause 31 above are either charged as a one-time fee OR as a monthly installment plan under "[Maxis Zerolution Monthly Plan](#)", which is exclusive of all applicable taxes. Once you have agreed to purchase any of those devices, it is considered sold and no refunds are allowed.
33. You will be tied to a commitment period for devices you wish to purchase with a monthly installment plan. The commitment period shall be for a period of 12 or 24 months, depending on the plan, product and service you choose to subscribe for.
34. You shall not, during the commitment period:
  - a. terminate your plan, Product & Service;
  - b. terminate or suspend your account or port out to another Internet service provider;
  - c. have your account terminated for non-payment of monthly bills; or
  - d. change or transfer ownership of your account and/or the plan, Product & Service to any person.
35. You acknowledge, if any of the events in clause 34 above occurs, you shall pay us the device remaining balance charge as stipulated in clause 36 below. Payment of the device remaining balance charge is without prejudice to collection of all monies owing to us by you in accordance with your account up to the time of early termination. You will be responsible for all outstanding amounts which will be due and payable by you to us immediately on the date of your billing cycle. All outstanding amounts due and owing to us shall be subject to applicable taxes. If you suspend your Service during the commitment period, the device monthly installment fee will continue to be charged to you.
36. You agree we have the right to impose a device remaining balance charge, which you shall be responsible to pay if you decide to terminate before expiry of the commitment period of your plan or the specific device contract (where applicable). The device remaining balance charge is calculated as follows:  
*$$[(\text{Device(s) Recommended Retail Price (RRP)} \div 12/24 \text{ months})] \times \text{Remaining month(s)}]$$*
37. Should you request for a relocation of the Service during your commitment period, you agree we have the right to impose the device remaining balance charge, as per clause 36, as a relocation of Service is deemed as a termination of Service.
38. The devices add-on through separate purchase has a warranty that is reflective of your specific contract with Maxis.

## Equipment / Device Warranty

39. Warranty applies to Maxis' Equipment / Devices offered or purchased with Maxis services which cover manufacturing defects within warranty period as stipulated in each applicable contract. You agree that repairs, defects, and/or faults shall be subject to the applicable warranty issued by Maxis and stipulated in your Maxis' Equipment / Device contract with Maxis.

40. The warranty does not cover:
- damage, lost, stolen or defects caused by any act, omission, misuse, negligence including usage of the Equipment / Device contrary to instructions provided by Maxis or the manufacturer (as set out in the Equipment/Device's user guide)
  - serial number/IMEI removed or defaced;
  - products that have been subject to an unauthorized removal or deactivation of the network operator-lock function; and/or
  - other acts beyond our reasonable control.

## **Device Return**

41. Upon termination of the Service, you must return to us the device, including modem (together with its accessories) is in good working condition. If you do not return the modem or if you return the modem but it is not in good working condition, you will be charged a fee of RM200 or such other charge as may be notified to you by Maxis from time to time. This charge does not include applicable taxes.
42. You must make sure that any device returned by you is in good working condition, particularly:
- You must ensure that all and any personal and confidential data/information has been cleared from the device.
  - You must ensure your device is free from physical damage, except for fair or light wear and tear (for example, it does not have liquid damage, a physical cracks or any intentional damage).
  - You must ensure your device comes with its full set, for any warranty claim, together with proof of purchase of the device.
  - You must ensure that your device does not have any missing, disassembled, customised, or non-original parts
43. You agree that we have the discretion to decide whether a device can be accepted, accepted at an additional charge or not accepted at all by us. You agree that our decision is final and that we will not entertain any queries or appeals.

## **Additional Features & Requirements**

44. Speed of the Maxis Fibre Service is on a best efforts basis. We reserve the rights to manage your speed should you exceed the stipulated data volume quota.
45. The Service is offered as a package (which includes voice (VOIP) services). Suspension, barring or termination of a particular Service from the package will cause the other Service in the package to be suspended, barred or terminated (as the case may be) as well.
46. Voice (VOIP) services will be on a pay-per-use basis unless stipulated otherwise in the respective Maxis Fibre plan(s) offered.
47. If you are our Maxis Fiber plan customer as at July 14, 2020, you will continue to enjoy free unlimited VOIP services until there is any upgrade/downgrade to your plan.
48. You are not entitled to downgrade/change the Unlimited VOIP add-on to VOIP service pay- per-use throughout the Commitment Period
49. All value added services offered with relevant plans or packages will be available to you as long as you subscribe to the Maxis Fibre service.
50. We reserve the rights to introduce and deliver new Service over a shared infrastructure. You may subscribe to such new or additional Service by way of a request to us and the relevant Service terms and conditions shall be deemed accepted by you upon your acceptance and/or usage of such new and/or additional Service. This applies to Service we may provide as a package to you.
51. Subject to Clause 47, you may opt in to newer Fibre packages offered by us or upgrade/downgrade your Fibre plan. There are no up-front fees charged for any upgrade or downgrade of Fibre plan, but Maxis reserves the right to require you to pay a one-time fee if you are discovered to be abusing the upgrade/downgrade process. Additionally, you may be subjected to a new 24 months commitment period for your plan or device, depending on the plan which you subscribe to. Features, benefits and add-ons provided in your existing plan(s) may not be brought over to your new package/plan.

## **Quality of Service**

52. The Maxis Fibre plans or packages offered to and subscribed by you are dependent on the infrastructure available up to and within your premises (whether VDSL or FTTH). Maxis can only offer fibre packages which are supported on the infrastructure currently installed up to and within your premises.
53. WiFi speeds are highly dependent on various internal and external factors, including but not limited to building layout (thickness of walls, number of walls blocking Maxis Equipment) and signal interference in and around your Premise. Maxis Fibre speeds advertised are up to the WiFi router only, on a best effort basis and take into account optimum operating circumstances with little to no internal and

external interference.

54. Maxis continues to strive and use its best endeavours to comply with the Mandatory Standards for Quality of Service as determined by the MCMC to ensure a smooth and worry free internet experience for you. Please reach out to us via the contact details in Clause 7 if you experience any Quality of Service issues in order for us to assist in addressing the same.

## **Termination**

55. To discontinue the Maxis Fibre Service, you must go to any Maxis Centre.
56. You agree that you will be liable to (i) the early termination charge as per Clause 14 for any early termination of your subscription or Service(s) within the Commitment Period; and (ii) any device(s) remaining balance charge if applicable as per Clause 35.
57. Maxis reserves the right to terminate the Service in the instance you suspend the Service for any period exceeding 3 consecutive months.
58. For any planned interruption of Service, adequate notice will be provided via a valid mobile number and/or any other mode of communication as we may deem appropriate. You are responsible to update Maxis on any changes in your contact details, and Maxis shall not be held liable in the instance you are unable to receive any notices envisaged in this clause due to your failure to update Maxis on your new contact details.
59. For any unplanned Service(s) interruption, Maxis will endeavour to notify and update you via SMS/ call your mobile and/or any other mode of communication as we may deem appropriate as to the status of such unplanned Service(s) interruption. You are responsible to update Maxis on any changes in your contact details from time to time, and Maxis shall not be held liable in the event we are unable to contact you due to your failure to update Maxis on your new contact details.

## **Maxis Fibre with Astro**

60. For customer who subscribe to Maxis Fibre with Astro service, you will be subject to the Customer General Terms and Conditions for Astro Services and Maxis Services at <https://www.maxis.com.my/terms-conditions/personal/broadband/astro-services/>
61. For customers who subscribed the Astro TV Package via the Maxis Fibre and Astro TV Packages Service Bundle Campaign, you will be subject to the Service Specific Terms & Conditions - Maxis Fibre and Astro TV Packages Service Bundle Campaign at <https://www.maxis.com.my/terms-conditions/personal/broadband/astro-bundle>

## **Maxis TV Zerolution**

62. For customer who subscribe to Maxis TV Zerolution plan, you will be subject further to the Service Specific Terms & Conditions – TV Zerolution (“TV Zerolution SSTC”), available at <https://www.maxis.com.my/terms-conditions/personal/family/tv-zerolution>. Any conflict and inconsistency between this SSTC and the TV Zerolution SSTC, the TV Zerolution SSTC shall take precedence.

## **Things we may do to the Service**

63. We reserve the rights at any time, without being liable to you or any third party, to interrupt, bar, suspend, restrict the Service for such time as we see fit or terminate, discontinue or disconnect the Service if your usage:
  - a. Shows excessive usage or places an unusual burden on our Network;
  - b. Is for unlawful activities or for suspected fraudulent activities;
  - c. Is not in accordance with the Maxis Fair Usage Policy (at [www.maxis.com.my/FUP](http://www.maxis.com.my/FUP)); and/or
  - d. Is for commercial/non-personal purposes.