

Unlimited Yes Speedzy Service Plan FAQ

1. What is the Unlimited Yes Speedzy Service Plan?

The Unlimited Yes Speedzy Service Plan is a fast and affordable Internet plan designed for Home.

The benefits of the Unlimited Yes Speedzy Service Plan are:

- Instant plug and play
- Wi-Fi for multiple devices
- Unlimited data
- Speeds of up to 1 Mbps
- No extra charges
- 2. What is the Internet speed on the Unlimited Yes Speedzy Service Plan?

Download Speed: Up to 1 Mbps Upload Speed: Up to 384 Kbps

3. Does the Unlimited Yes Speedzy Service Plan have a data quota?

At the moment, this plan comes with unlimited data. However, Yes reserves the rights to cap the data quota at 30 GB.

4. How many devices can I connect via Wi-Fi to the Yes Speedzy device simultaneously?

You can connect up to 10 devices simultaneously.

5. Can I use the Yes Speedzy device without a phone line?

Yes, you can. You do not need a phone line in order to use the Yes Speedzy device.

6. Are there any software installations required to use the Yes Speedzy device?

No, the Yes Speedzy device is a Plug-and-Play device which does not require any specific software installed.

7. Is there a contract period?

Yes, there is a 24 months contract period.

8. Can I use the Yes Speedzy device to make voice calls?

No, voice call services are not available for Yes Speedzy subscribers at the moment.



9. Can I use my Yes Speedzy Yes ID on other Yes devices?

No, your Yes Speedzy Yes ID is only usable on your designated White Zoom device.

10. Does the Unlimited Yes Speedzy Service Plan allow Peer-to-Peer (P2P) download?

No, this service is not available at the moment.

11. Can I use the Yes Speedzy device in places aside from my "Intended Use Address"?

Yes. However we would not be able to guarantee coverage in your new location.

If you would like to use the Yes Speedzy device away from the "Intended Use Address", you are required to inform Yes Care at 018-333 0000 on the change of address.

12. Will I be given a Private or Public IP address when I subscribe to Yes Speedzy?

You will be provided with a Private IP address.



Terms and conditions for Yes Speedzy Service Plan Agreement

- 1. Yes Speedzy Service Plan. The Unlimited Yes Speedzy 1Mbps Service Plan ("Yes Speedzy Service Plan") is a fixed wireless Internet service offered by YTL Communications Sdn Bhd to subscribers who are 18 years and above and is provided subject to the Fixed Wireless Internet Service Terms and Conditions (available at www.yes.my/v3/legal.do).
- 2. <u>Terms and Conditions.</u> The Terms and Conditions herein shall apply in addition to and not in substitution of the Fixed Wireless Internet Service Terms and Conditions. In the event of any inconsistency between the Fixed Wireless Internet Service Terms and Conditions and the Terms and Conditions herein, the Terms and Conditions herein shall prevail, to the extent of any inconsistency.
- **3. Definitions.** All capitalised words and phrases used herein shall have the same meanings ascribed to them in the Fixed Wireless Internet Service Terms and Conditions unless otherwise provided herein.
 - (a) "Activation Fee" means the sum of RM 150 (exclusive of GST) to be paid by You for the activation of the Yes Speedzy Service Plan upon registration.
 - (b) **"Commitment Fee"** means the monthly fixed sum of RM 119 (exclusive of GST) to be paid by You in connection with the Service provided under the Yes Speedzy Service Plan.
 - (c) **"Device Upfront Payment"** means the amount of payment, if any, which is required to be paid by You for the Yes Device provided under the Yes Speedzy Service Plan.
 - (d) "GST" has the meaning given to it in Clause 13 below.
 - (e) **"Intended Use Address"** means Your address for the authorized Yes Device and to access the Service as stated in the Service Registration Form.
 - (f) **"Plan Advance Payment"** means an amount equal to one (1) month's Commitment Fee to be paid by You upon registration of Your Yes Speedzy Service Plan



- (g) "Yes Device" means the WiFi modem device called "Yes 4G White Zoom".
- **4.** <u>Yes ID.</u> You will be provided a unique Yes ID which will be Your username to access and use the Service. The Yes ID can only be used for the Service via the authorized Yes Device installed at the Intended Use Address and cannot be transferred to or used to access the Service with any other modem or device including any other Yes device(s).
- **5.** Yes Device. As part of Your subscription to the Yes Speedzy Service Plan, You will be provided Yes 4G White Zoom device to be used at the Intended Use Address for the wireless Internet access connection. The Yes Device shall be subject to the terms in the Limited Warranty for Products and Devices, which can be found at http://www.yes.my/v3/legal.do.
- 6. Intended Use Address. You are required to provide a "Billing Address" and an "Intended Use Address" in the Service Registration Form. "Intended Use Address" is the address where the authorized Yes Device will be installed and placed for use to access the Service and You shall only use or access the Service via the authorized Yes Device at Your Intended Use Address. You shall not install, use or access the Service via the authorized Yes Device in any other (residential or commercial) address or location and You are solely responsible to ensure that that no one uses the authorized Yes Device to access the Service assigned to Your Intended Use Address without Your authorization. In the event the authorized Yes Device is suspected and/or detected to be used and/or transferred to another address or location to access the Service, We reserve the right to suspend, bar or terminate Your use of the Yes Speedzy Service Plan and Service, and take any other action(s) that We may deem fit.
- **7.** Relocation. If You relocate, or transfer, You shall provide Us (via Interaction Centre) with prior written notice of Your new Intended Use Address. The relocation to Your new Intended Use Address can only be done subject to You moving to a location where the Service is available and for cases where You relocate to a location where the Service is not available, there shall be no refunds, returns or cancelations permitted or applicable under the Yes Speedzy Service Plan except in exceptional cases to be determined at Our sole discretion on a case by case basis.
- **8.** <u>Contract Period & Commitment Fee.</u> Under this Yes Speedzy Service Plan, You will be required to subscribe to the Service for a minimum Contract Period of 24 months which shall commence on the commencement date stated in the Service Registration Form or upon the completion and readiness of the Service, whichever is the later. You shall pay the Commitment Fee monthly for the duration of the Contract Period and any extended Service period thereafter.



- **9. <u>Early Termination.</u>** If You terminate the Service/Agreement or if the Service/Agreement is terminated by Us due to Your default before the expiry of the minimum Contract Period of 24 months, You will be liable to pay Us the Early Termination Charges which is the equivalent of the total Commitment Fees for the balance unexpired term which have been terminated prematurely.
- 10. No Service Migration. You shall not be able to migrate to the Yes Speedzy Service Plan from any and all existing/active or future Yes postpaid and prepaid services offered by Us which You have subscribed or may subscribe to. You shall not be able to use Your existing or future Yes ID provided under any other Yes postpaid and prepaid services which You have subscribed or may subscribe to use or access the Yes Speedzy Service Plan. We reserve the right to revise this term from time to time and when deemed necessary by Us.
- 11. <u>Payment Upon Registration</u>. The one-time Activation Fee and if applicable, the Device Upfront Payment and/or Plan Advancement Payment will be required to be paid by You upon registration of the Yes Speedzy Service Plan. The Activation Fee is non-refundable. If You are a non-Malaysian subscriber, You will additionally be required to pay a refundable deposit of RM100 which will be refunded to You free of interest 45 days after the expiry or termination of the Service subject to deduction of any amount due to Us from You.
- 12. Payments. (a) Bills are to be settled in full by thirtieth (30th) day ("due date") from the date of each Bill, failing which We will be entitled to charge You a late payment penalty of RM10.00 or interest for any outstanding amounts at the rate of one point five percent (1.5%) per month calculated on daily rest from the due date until full payment, whichever being the larger sum. Additionally, We may, without any liability to You, bar or suspend the Service until full payment is made. (b) You are responsible for verifying the accuracy of Your Bill and to notify Us of any discrepancy no later than 10 days from the date of the Bill, failing which You will be deemed to have accepted the Bill as correctly rendered and final. To avoid Service suspension or termination, You shall be obliged to make prompt payment of Your Bill notwithstanding any dispute(s) or purported discrepancies. Any overpaid sums shall, upon confirmation be duly credited into Your account free of interest or any charges. (c) Further information or past itemization details about any Bill may be provided at Your request subject to imposition of administration fees which will be made known to You beforehand. If You do not agree to pay Us the said sum, Our obligation to provide You with the requested information or past itemization will be deemed to be discharged. (d) You may choose any of the following payment options for making payment on Your Bill: (i) Credit card; (ii) Direct debit; (iii) Bank cash deposit machine (CDM); (iv) Automated teller machine (ATM); or (v) cash payment (at Yes Stores/Kiosks only). Payment may be made at Yes Stores/Kiosks, Our portal at www.yes.my, participating bank portals, participating banks' ATM or such other mode of payment as may be made available by Us from time to time. The participating banks for payments of Our Bills are



stipulated in Our portal at www.yes.my and will be updated from time to time. (e) Auto Billing facility is also available to You for automated payments of Your monthly Bills, which may be activated at www.yes.my or selected by You at the point of subscription. You are obliged to ensure sufficiency of funds in Your debit/credit account and that the Auto Billing activity can be completed. We shall not be liable to You if the Auto Billing is declined or cannot be completed for whatever reason. You acknowledge and understand that Auto Billing is only applicable for settlement of periodic Bills. All and any payments outside of the periodic Billing Cycle must be promptly settled by You in any one of the other methods mentioned above. You may, at any time, terminate the Auto Billing facility for Your account by de-activating it at www.yes.my/myselfcare and subject to such terms and conditions as may apply. Termination of the Auto Billing facility will take effect immediately upon Your successful de-activation of the facility. Alternatively, You may submit a written notice to any of Our Yes Stores/Kiosks (as listed at www.yes.my) for the termination of Auto Billing to Your account will take effect within seven (7) working days from the date of receipt of the said notice by Us.

- **13.** <u>Goods and Services Tax (GST).</u> If at any time We are required under applicable law to impose any goods and services tax or any similar value added tax (collectively, referred to as "GST") on the sale of goods or to the provision of services to You, then, for the avoidance of doubt, any amount payable by You in connection therewith shall be deemed to be net of such tax and You shall be liable to pay to Us the GST in addition to such amounts payable.
- **14. Unlimited Internet Access.** The Service is provided on an "as is" and "as available" basis. Under the Yes Speedzy Service Plan, You are entitled to unlimited Internet access at the download speed up to 1 Mbps and upload speed of up to 384 Kbps. The actual speed will vary depending on Your access equipment/device, coverage limitation, the location of the Intended Use Address. Fair Usage Policy applies.
- **15.** <u>**Data Quota:**</u> Notwithstanding anything herein, We reserve the right to implement a monthly download data volume cap of 30 GB under the Yes Speedzy Service Plan.
- **16. Restricted Activities:** The Service is provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or online gaming or other on-line services such as egovernment, e-commerce and e-banking. Peer-to-peer (P2P) file sharing software, P2P TV and other uses that may adversely affect Our network are not permitted on Yes's network and We reserve the right to restrict and/or block any or all use of P2P protocols by You or on Our network in Our sole discretion. Our Service may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other



files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet, such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "autoresponders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either the Service or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or (vii) for any other reason that, in Our sole discretion, violates Our policy of providing service for individual use (unless You are using a Service Plan designated for such usage). We reserve the right to take action when You violate these Terms and Conditions including blocking the traffic, slowing Your effective data speeds, or discontinuing Your Service.

- 17. <u>Voice calls, SMS, Yes Life and Yes Mail.</u> The Service provided under the Yes Speedzy Service Plan is only for Internet data services and does not include voice calls, SMSes, Yes Life, Yes Mail, and/or MSISDN.
- **18.** Amendments to the Yes Speedzy Service Plan. We reserve the right to change, amend and alter any part of these Terms and Conditions without prior notice. However, customers who have subscribed to the Service will be notified in accordance with the Fixed Wireless Internet Service Terms and Conditions. Continued usage of the Service by You will be deemed as acceptance by You of the changed or revised Terms and Conditions.