

## Consumer General Terms and Conditions for CMLink MY

### 1. Who's who

#### 1.1. When we say:

(a) 'We', 'Us' or 'Our', We mean **China Mobile International (Malaysia) Sdn. Bhd.** (Company Registration No. 201501017899 (1143231-D)) ("**CMI MY**"), trading as CMLink, whose registered address is Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur;

(b) 'You' or 'Your', We mean You, Our customer and a party to this Agreement;

#### 1.2. We have also set out in '9. Glossary' some useful definitions of words We use in these terms and conditions for Services.

### 2. When Your Agreement with Us begins

#### 2.1. **Commencement & Strict No-Refund Policy:** This Agreement takes effect on the date Your SIM card is activated and You are granted access to the Services. By doing so, You are deemed to have accepted these terms. Your continued use of Your SIM card to access the Network shall be subject to the terms below.

2.1.1. **Retail Purchases:** No cancellations, returns, or refunds are permitted. All sales are final once the SIM Card is sold.

2.1.2. **Online Purchases:** For SIM cards purchased online, no cancellations or refunds will be available once the SIM is activated, except where in accordance with clause 2.1.3.

2.1.3. **Faulty or Defective SIMs:** If the SIM card is proven defective and unusable, We may offer a replacement of the SIM card or a refund or other remedies in accordance with laws of Malaysia at Our sole discretion. No remedy will be available if the defect is related to or results from any misuse, previously disclosed defects, wear and tear, or unauthorised repairs.

2.1.4. **Purchased Balance:** Any talk time, data and/or balance purchased or loaded into Your SIM card is non-refundable and non-transferable.

#### 2.2. The following terms apply to SIM Cards (both physical SIM Card and eSIM card):

2.2.1. We and/or Our partner own the SIM Card and the code on the SIM card. We grant You the right to use the SIM Card solely to access and use the Services;

2.2.2. We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services.

#### 2.3. We will make a copy of Our current version of these terms and conditions available on Our website. We may change any of these terms and conditions including prices, and We will let You know of the change at least thirty (30) days in advance, or such longer period as may be required under applicable laws, regulations, codes and/or guidelines and if shorter period is required, We may, at Our sole discretion, provide a shorter notice. If We make such change which is of material detriment to You, You may terminate the Services by giving Us written notice of not less than seven (7) days, but if You continue using the Services after the change commences, You will be deemed to have accepted the change.

### 3. Our Services

- 3.1. The Services supports voice, data and SMS communication in LTE and 4G/5G coverage areas provided by CMI MY in Malaysia, with network services supported by a local mobile network operator. The Service will commence after Your identification documents have been successfully verified, and SIM Card has been activated. We will endeavour to make the Services available to You, but sometimes they may become unavailable or be affected by:
  - 3.1.1. factors such as weather conditions or faults in other networks; and/or
  - 3.1.2. degradation, congestion or maintenance requirements of the Network including but not limited to re-positioning and/or decommissioning of base stations.
- 3.2. We do not guarantee that the Services will be uninterrupted or free of faults. Service availability depends on various factors including whether You are within the coverage of base stations forming part of the relevant technology Network at the time of use. Any coverage maps provided are only estimates of Our outdoor coverage and do not guarantee actual service availability. Overseas network quality and coverage may also be limited.
- 3.3. The Actual Connection Speed is provided on a best-effort basis and We do not guarantee that actual connection speeds will match the maximum speeds specified for the access line. Speeds may be significantly lower due to various factors including, but not limited to, Your personal device and processing environment (e.g. computer performance, routers, LAN cables), transmission methods within buildings, network congestion, time of use, and other external conditions such as location and environmental interference.
- 3.4. **Fair Use Policy:** The Services are provided on the basis of fair usage principles to ensure that network resources are used in a reasonable manner and remain available, reliable and of good quality for all users. Your use of the Services is subject to the fair usage policy and network management practices implemented by the underlying mobile network operator providing connectivity for the Services ("Fair Usage Policy"), as may be amended from time to time. In accordance with the Fair Usage Policy, We reserve the right to manage, monitor and control usage of the Services, including by applying appropriate traffic management measures, in order to prevent excessive, abnormal or non-legitimate use that may adversely affect the network or other users.
- 3.5. **Usage Limits:** You must use the Services solely for private, personal and legitimate consumer purposes. Any use of the Services that is excessive, abnormal, automated, commercial in nature, or otherwise inconsistent with normal personal usage patterns may be regarded as non-legitimate use under the Fair Usage Policy.

Without limitation, non-legitimate or abusive use may include, but is not limited to:

- 3.5.1. unusually high volumes of voice calls, SMS or data usage;
- 3.5.2. usage patterns generated by automated systems, software applications, machines or devices not intended for normal personal use;
- 3.5.3. usage primarily for commercial gain, resale, marketing, bulk messaging or similar activities;
- 3.5.4. usage behaviour that causes network congestion, degradation of service quality or negatively impacts other users.

Where usage is identified, in accordance with the Fair Usage Policy, as excessive, abnormal, abusive or non-legitimate, We may take appropriate measures, including

but not limited to traffic management, restriction, suspension or termination of the Services, in whole or in part.

The Fair Usage Policy and applicable usage thresholds may be revised from time to time. Your continued use of the Services after any such revision shall constitute Your acceptance of the updated Fair Usage Policy.

If We request that You moderate or adjust Your usage in accordance with the Fair Usage Policy and You fail or refuse to comply, We reserve the right to suspend and/or terminate Your access to the Services without compensation.

3.6. We reserve the right, at Our absolute discretion to discontinue and/or suspend the Services whether in whole or in part, without any liability whatsoever to You.

3.7. The Services are made available provided that:

3.7.1. The Services are not used otherwise than in accordance with these General Terms and Conditions and any relevant specific terms and conditions and Our and any other networks' **policies for acceptable use**, and (if appropriate) any relevant internet standards, such as You and/or any user:

- (i) must not access any Age Restricted Services unless You meet the required age criteria. If permitted to access such Services, You must not share or send content obtained or collected from these Age Restricted Services to individuals below the specified age. Additionally, You must deactivate access to Age Restricted Services if You allow anyone under the specified age to use or operate Your Equipment;
- (ii) must not use the Services for anything unlawful, immoral or improper;
- (iii) must not use the Services to make offensive or nuisance communications in any form, or to make or receive reverse charge calls;
- (iv) must use the Services only with Equipment approved for use with the Network, ensuring compliance with all relevant laws and regulations;
- (v) must not send, receive, upload, download or otherwise facilitate any material that is offensive, indecent, defamatory, menacing, or that constitutes a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property rights, or otherwise unlawful;
- (vi) must not access or use Content in a manner that infringes upon the rights of others;
- (vii) must follow all reasonable instructions We provide;
- (viii) must not operate, directly or through a third party, any device to route or reroute voice, data or other services on, from, or to the Network, including but not limited to:
  - a GSM Gateway, commonly known as a 'SIM box'; or
  - illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent);
- (ix) must not engage in any fraudulent or unauthorised use, whether actual or attempted, of the Services, Network, SIM Card, Equipment, or any related services, nor use or attempt to use them in any corrupt, dishonest or illegal manner at any time;
- (x) must not sell, attempt to sell, or otherwise provide commercial services using Our Services or Network to any third party without Our express prior written consent;

- (xi) must not resell or attempt to resell, or otherwise provide the Services to any third party, whether for profit or otherwise, without Our prior written consent;
  - (xii) must not impair, interfere with, damage, cause harm, or distress to the Network or put the Network at risk, nor abuse or threaten Our staff.
- 3.7.2. You and/or any user must comply with all applicable Regulatory Conditions, laws, licenses, conditions, directions, codes or regulations relevant to the provision or use of the Services, as amended and in force from time to time.
- 3.7.3. You and/or any user agree to provide Us with information We reasonably request; and
- 3.7.4. Any information provided to Us, upon which We may rely in making decisions concerning the provision of Services under this Agreement, must be true, complete, and accurate at the time it was provided. In the event of any changes to such information provided, You shall immediately inform Us in writing of any such changes.
- 3.8. Any failure to comply with the provisions of Clause 3.4 entitles Us to suspend or disconnect the SIM Card from the Network. Additionally, We reserve the right to terminate this Agreement and You may be required to pay a charge for any subsequent reconnection of the Service.
- 3.9. You may access the Internet via Your Services and You agree to comply with the terms and conditions and/or acceptable use policies of any third-party content providers. Your dealings with these third-party providers, including any interest in promotions, services, or merchants found through the Services, are solely between You and the third-party, unless expressly stated otherwise by Us. We are not responsible for any losses or damages You may incur from such dealings, or from websites You access or the content on them. You are responsible for all information that You upload, email or otherwise transmit via Your Equipment (whether authorised by You or not). You acknowledge that the Internet is not a secure environment. We are not responsible for any unauthorised access to Your Equipment via programs or material downloaded through the Services, unless it is caused by Our negligence.
- 3.10. By using the Services, You consent to Us copying and/or modifying images or information You have created, where such copying and/or modification is carried out for the purposes of transmission. This consent also applies where You use the Website at [my.cmlink.com](http://my.cmlink.com) or JegoTrip App where You can login, view usage, make service request and update personal details if required ("Portal").
- 3.11. If You access the Services on or near the border of Our Network and the Network of any third party, You agree that You may not be able to access Our Network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance.

#### **4. What and how You pay**

- 4.1. Our Charges are set out in Our Price Plan. We publish our Price Plan on Our CMLink MY website and in the JegoTrip App and may update it from time to time. You may obtain the most-up-to-date Price Plan by:
  - (a) viewing it on Our CMLink MY website or in the JegoTrip App; or
  - (b) contacting Our customer service.

- 4.2. If your SIM Card or Equipment is lost, stolen or damaged, You remain responsible for any Charges incurred until You inform Us in writing of such loss, theft or damage.
- 4.3. If You are not a Consumer or the end user of the Service, by entering into this Agreement, You authorise the end users on Your Account to add Services to your Account without prior permission from You.
- 4.4. Local outgoing calls will be deducted from the talk time bundle based on per-minute blocks. Any calls of a shorter duration will be rounded up and charged as a complete per-minute block.

Excess charges will depend on add on pack You purchase.

- 4.5. Calls made to local "1800" toll-free service numbers are not be subject to any local airtime charges. However, international airtime charges will apply for calls made to "1800" International toll-free service numbers registered outside Malaysia.

## **5. Our Liability to You**

- 5.1. Our liability to you is strictly limited to the provisions set out in this Agreement. We do not accept any other duty or liability to You.
- 5.2. Nothing in this Agreement excludes or limits Our liability to You for any death or personal injury or for any fraudulent misrepresentation caused by Our wilful misconduct or negligence.
- 5.3. If You are not a Consumer, to the extent permissible by law, We are not liable to You for any indirect, incidental, consequential, exemplary or punitive loss or damage, even if We have been advised of the possibility of such loss or damage. This includes, but is not limited to, loss of income, business, anticipated savings (meaning costs You expected to avoid by using Equipment or Services) or anticipated profits, loss of property, or loss of use of property.
- 5.4. If You are a Consumer, to the extent permissible by law, We are not liable to You for any loss of income, business, or profits, or any indirect, incidental, consequential, exemplary, or punitive loss or damage, even if We have been advised of the possibility of such loss or damage.
- 5.5. Without prejudice to any other provisions of this Agreement, You agree that Our entire liability to You, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall be limited to the lesser of RM500.00 or the total Charges paid by You during the three (3) months immediately preceding the date on which the claim first arises.
- 5.6. You must notify Us about any claim as soon as reasonably possible.
- 5.7. We will not be liable to You if We cannot carry out Our duties or provide Services due to circumstances beyond Our control.
- 5.8. We are not responsible for any harm You suffer from any Virus or malicious software that may infiltrate Your Equipment, whether transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your accounts for the use of any Services activated by such Virus or malicious software.
- 5.9. You undertake and agree to indemnify and hold Us and Our Group Companies (and each of Our and their employees, directors, officers, and suppliers) harmless from and against any and all claims, actions, damages, losses, liabilities, costs, and expenses (including solicitor's fees and costs), arising from or attributable to Your use of Services or Your act or omission in using the Services, including but not limited to any claims

for defamation, invasion of privacy, infringement of intellectual property right, breach of confidence, breach of any law or regulation, property damage, personal injury or death.

5.10. This Clause 5 will apply even after this Agreement has been terminated.

## **6. When We may suspend or disconnect the Services**

6.1. We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network without warning if:

6.1.1. The Network breaks down or requires maintenance. We will make reasonable efforts to minimize such occurrences; or

6.1.2. You or any user of Your SIM Card breaches this Agreement or any other Agreement with Us or Our Group Companies; or

6.1.3. We reasonably believe that You have breached any of Your obligations under Clause 3.4, or Your Service is being used in such a manner (whether intentional or unintentional) that contravenes Your obligations under Clause 3.4.

6.2. You remain liable for all Charges during any period of suspension unless We decide otherwise.

6.3. We may impose a reconnection charge to restore the Services, except where the suspension is due to circumstances described in Clause 6.1.1.

6.4. We may disconnect You from the Services if You fail to pay any Charges by the due date specified on Your monthly bill. In the event of a disconnection due to non-payment, any unused credit or allowances on any Voucher remaining on Your Account will be forfeited.

6.5. The rights We have under this Clause 6 are in addition to other rights We may have to suspend and/or terminate the Services and/or this Agreement as set out in Clauses 3.5, 3.6 and 7.1.

## **7. When this Agreement ends**

7.1. We may terminate this Agreement immediately if any of the following events occur:

7.1.1. You breach a material term of this Agreement or multiple non-material terms of this Agreement;

7.1.2. You breach a non-material term of this Agreement and fail to remedy it within seven (7) days after We request You to do so; or

7.1.3. any licence to operate the Service or the Network is suspended, revoked or terminated.

## **8. General**

8.1. You must obtain Our explicit prior written consent before transferring or attempting to transfer any of Your rights or responsibilities under this Agreement. We may assign, novate, or transfer all or part of Our rights and responsibilities under this Agreement to others without Your prior consent upon notice to you, provided that the level of service You currently experience is not reduced as a result.

8.2. We may record and retain any conversations between You and Our staff, where necessary or as required by law.

8.3. If You have registered with Us, You must notify customer services immediately of any change to the address provided to Us. We may send notices to Your postal address, Your online account, or Your email address. We may also send You 'over the air'

updates to Your phone, which may make minor adjustments to the functionality or display on Your Equipment. You hereby agree to accept these changes, and take any reasonable actions that We may request.

- 8.4. We are not responsible for messages that do not or unable to reach You because Your Equipment is turned off or not connected to the Network.
- 8.5. Unless otherwise stated in this Agreement, any notices from You to Us must be in writing and sent to:  
China Mobile International (Malaysia) Sdn. Bhd., Suite 22.09, Level 22 Mid Zone, Menara Exchange 106, Lingkaran TRX, 55188 Tun Razak Exchange (TRX), Kuala Lumpur, Malaysia.
- 8.6. Any concession or extra time We allow You applies only to the specific circumstances in which it is given. It does not affect Our rights under this Agreement in any other way.
- 8.7. This Agreement does not confer any benefit on a third party unless otherwise stated by law.
- 8.8. This Agreement is governed by laws of Malaysia and any disputes will be settled in the Courts of Malaysia.
- 8.9. If any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, it shall be deemed modified or read down to the minimum extent necessary to make it valid, legal and enforceable. If it is not capable of being read down or modified, that provision or the relevant part thereof shall be deemed severed from this Agreement, without affecting the validity and enforceability of the remaining provisions of this Agreement.
- 8.10. You confirm that the information You provide to Us, including Your registration details, is true, accurate and complete. You agree to inform Us immediately of any changes to Your details by contacting Our customer services as set out in Clause 8.13.
- 8.11. You hereby acknowledge and confirm that You have given Us and/or Our Group Companies (including, without limitation, China Mobile International Limited) Your consent to collect, process, use, and disclose Your personal information in accordance with Our privacy policy available at [my.cmlink.com/en/legal-terms/](http://my.cmlink.com/en/legal-terms/). Without limiting the generality of the foregoing:
  - 8.11.1. We will use Your personal information in accordance with the terms of this Agreement and applicable data protection and privacy legislation;
  - 8.11.2. We and/or Our Group Companies (including, without limitation, China Mobile International Limited) will use Your personal information for purposes including, but not limited to, providing the Services, Equipment, and related products to You, administration of Your account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the Equipment You are using on Our Network, and for web use and profiling Your preferences. We may disclose Your information to Our service providers and agents to help Us with these purposes;
  - 8.11.3. We will retain Your information for a reasonable period after Your contract with Us has ended, and We may contact You about Our Services during this time.
  - 8.11.4. You agree that We, Our Group Companies, and Our business partners may use information about You – including Your use of Our Network, Services, related products, and the location of the Equipment You are using - to inform You about products, services or promotions offered by Us or third parties that may be of interest to You, and for research and analytics purposes.

- 8.11.5. We may contact You by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS), online, or via any other interactive media. If You prefer not to receive direct marketing communications, please let Us know by contacting Our customer services. Further details are in Our privacy policy at [my.cmlink.com/en/legal-terms/](http://my.cmlink.com/en/legal-terms/).
- 8.11.6. If You allow someone else to use the Equipment on our Network (e.g., a family member), You confirm that You have informed that person of how We will use their information and have obtained their consent accordingly.
- 8.11.7. You have a right to request access to Your personal information (at a reasonable fee covering Our administrative costs) and to correct any inaccuracies. Please see Our privacy policy for more details. In the event of a personal data security breach affecting You, We will notify in writing the relevant authorities, and where appropriate, the subscriber or user of Our Services who is affected. A personal data security breach does not entitle You to terminate this Agreement.
- 8.11.8. We and/or Our Group Companies may carry out any activity or disclose Your personal information as necessary to comply with legal and regulatory obligations, for law enforcement purposes, and to detect, prevent or investigate crime, fraud, misuse, or damage related to Our and/or Our Group Companies' Network, Services, and related products.
- 8.12. This Agreement constitutes the entire agreement between You and Us. Any prior statements, representations, or communications do not form part of this Agreement unless expressly included in writing and signed by Us.
- 8.13. If You have any questions or require assistance, You may contact customer services by telephone +60122312273 or by email to [csm@cmmlink.com](mailto:csm@cmmlink.com).

## 9. Glossary

When We use these words, they have the following meanings:

- **'Account'** Your account in which We record Your credits and charges
- **'Additional Service'** An optional/extra Service not part of Your Price Plan which can be added to Your Account, including the charges for a Service once any Allowance is used up
- **'Age Restricted Services'** Any Services for which You must be over a certain age to use
- **'Agreement'** These terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the Charges referred to throughout
- **'Allowance'** means any additional service or buffer provided based on the plans purchased (e.g. for emergency call etc.). This differs based on the actual plans or add-ons purchase.
- **'Charge'** The Price Plan Charge, a charge for an Additional Service, and any other additional charge including the Separate Payment Handling Charge and the Cancellation Charge
- **'Consumer'** A real person entering into the Agreement and/or using the Services for purposes outside his/her business
- **'Content'** All information, whether textual, visual, audio or otherwise, appearing on or available through the Services, whether supplied by Us or by content providers
- **'Equipment'** Any mobile phone or device You use to access the Services

- **‘Group Companies’** In respect of China Mobile International (Malaysia) Sdn. Bhd., Group Companies include CMI MY’s holding company, China Mobile International Limited and its affiliates
- **‘Network’** The communications system used to provide the Services, including any future systems which may be provided and operated by Us
- **“SKMM”** Suruhanjaya Komunikasi dan Multimedia Malaysia, also known as Malaysian Communications and Multimedia Commission, established under the Malaysian Communications and Multimedia Commission Act 1998;
- **‘Price Plan’** The bundle of Services, including any Allowance, provided to You each month in exchange for the Price Plan Charge;
- **‘Price Plan Charge’** The charge for the Price Plan Service, including the cost of the Price Plan and associated charges.
- **‘Price Plan Service’** The inclusive Service supplied with Your Price Plan, including the charges, types of calls You can make, messages You can send, data You can use, and details of any other Services and other terms and conditions as set out in that Price Plan
- **‘Regulatory Conditions’** Any regulation, condition, direction, decision, notification or order made by SKMM, or any other relevant regulatory body (including any enforcement action), or any code(s) of practice issued by any competent authority - whether legally binding or voluntary - governing or affecting a party's activities
- **‘Renewing’, ‘Renewal’** Entering into a new Minimum Term in return for benefit at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent)
- **‘Service’ or ‘Services’** A service provided to You by Us, including the Price Plan Service and any Additional Service
- **‘SIM Card’** The card or cards provided under this Agreement and used with Equipment to access the Services
- **‘Consumption tax’** Consumption tax at the prevailing rate
- **‘Virus’** any manipulating program which modifies other programs and/or replicates itself
- **‘Written Notice’** Notice sent to You under this Agreement through one of the following methods:
  - (1) An electronic message to Your SIM Card, which may include a reference to Our website for further details;
  - (2) A letter to Your postal address; or
  - (3) An email to the email address You have registered with Us.
- **‘Your Equipment’** Equipment or device that You own to access the Service.