

GENERAL

BLACK TERMS & CONDITIONS

INTERPRETATION

1. **Account** - means an account opened for the Subscribers with XOX MOBILE, subscribing to the Service where we record your credit, charges and personal details.
2. **Active** - means the point in time when the said Service is activated in the XOX MOBILE System and Subscribers may continue to use the Service up to the value of the call credit in your Account and your Account will be maintained until the expiry date.
3. **Advance Payment** - means the payment made by the Subscriber to XOX upon registration or MNP to offset the first month's fee.
4. **Agreement** – refers to the completed registration Form made for Service between the Subscribers and XOX MOBILE including any Addendum, subsequent supplements made by XOX Mobile at its absolute discretion from time to time.
5. **Amount Due** – refers to the amount payable to XOX MOBILE
6. **Approved Use** - means the legal, official, warranted, approved and/or sanctioned use of your SIM Card.
7. **As is** - means no express or implied warranty is provided. Subscribers therefore take the Service at their own risk, without recourse against us for the Service's condition and/or performance.
8. **Bank** - means the authorized banks or financial institutions or other such entity which may be nominated by XOX MOBILE's Services from time to time for the purpose mentioned below.
9. **Barred** – refers the status of Subscribers' Account, where they are able to receive incoming calls and SMSes, but unable to access data Service and/or make outgoing calls and/or send SMS.
10. **Blocked** - means the status of Subscribers' Account, where they are unable to access data Service, make/receive outgoing/incoming calls and send/receive SMSes except for automated SMS from XOX MOBILE.
11. **Card** – refers to the debit or credit card use by the Subscriber to make payment for any amount due to XOX MOBILE.
12. **Card Issuer** - refers to any bank or financial institution which is the issuer of the Card.
13. **Cardholder** - means the lawful and authorized user of the Card whose name is embossed therein and whose signature appears on the Card.

14. **Company** – refers to a body corporate or an incorporated business organisation registered under the Companies Act that may be appointed by XOX MOBILE.
15. **Content** - means information, data, communications, images and sounds, software or any other material contained on or available through the Services.
16. **Charges** – Any amount due and payable to XOX MOBILE.
17. **Dealer, Dealers** – Refers to authorised BLACK dealers appointed by XOX MOBILE.
18. **Device, Devices** – refers to any mobile device used by the Subscriber to access the Service.
19. **Embedded SIM, eSIM** - An eSIM is an embedded SIM in a Device, where information is updated wirelessly enabling a MSISDN without the need of a physical SIM Card.
20. **Form** – refers to the template to obtain personal and relevant information from the Subscribers to XOX MOBILE signed by the Subscribers and accepted by XOX MOBILE including all unilateral amendments, variations, additions and/or deletions.
21. **Intellectual Property Rights, IP Rights** - refers to the general term for the assignment of property rights through patents, copyrights and trademarks.
22. **MCMC** – means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1988.
23. **Mobile Station International Subscriber Directory Number or MSISDN** – refers to the number used for the international identification of mobile phone numbers.
24. **Network** - means the mobile telecommunications system and/or network facilities run by us to enable the provision of the Service to Subscribers.
25. **Plan, Plans** – refers to BLACK packages.
26. **Port, Porting** - refers to the transfer of the Subscriber’s mobile number from one mobile service provider to another.
27. **Principal Terms and Conditions** - refers to the terms and conditions agreed by the Subscriber under the Principal registration form for subscription to XOX MOBILE’s services.
28. **Promotions** – refers to campaigns and contests organised by XOX MOBILE.
29. **Quota** – refers to the monthly Service entitlement of the Subscriber’s BLACK plan.
30. **Service** – refers to the mobile telecommunication services including calling, texting and data service, or any other product or services under BLACK rendered XOX MOBILE at this current time or in the future and includes, where applicable, the value-added services.
31. **Subscriber Identification Module Card or SIM Card** – means the microprocessor card provided by XOX MOBILE which is inserted in the mobile Device and contains a Personal Identification Number (PIN) access into the Service. The definition of SIM Card will include Supplementary SIM Card(s) where applicable.

32. **Subscriber, Subscribers, his, her, they, their, you, your, yours** - means the person authorised for using the Service subject to the terms and conditions herein and/or an entity of whatsoever description including, but not limited to, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile for the time being in force and which may come in.
33. **Terminate or Terminated** – means the status where the Subscriber’s Account is no longer active. The Subscriber will not be able to obtain the same mobile number (MSISDN) and any remaining credit, data, talktime, SMS and any other service or benefit or applicable freebies remaining and/or relating to the account shall be forfeited.
34. **Terms and Conditions** – refers to these terms and conditions.
35. **XOX MOBILE, we, us, our, ours, its** - means XOX MOBILE Sdn Bhd (813250-K).
36. **XOX MOBILE Online Store** – refers to XOX MOBILE’s official online store authorized by XOX MOBILE.
37. **XOX MOBILE Service Centre, Service Centre** – refers to the Service centres authorized by XOX MOBILE.
38. **XOX Self Care, Self-Care** – refers to the self-care portal authorized by XOX MOBILE for its Subscribers.

GENERAL

1. The Services are made available to you by XOX MOBILE subject to these general terms and conditions and the specific terms and conditions of each Service. Upon activation, you are deemed to have read, unconditionally accepted and be bound by these terms and conditions as may be amended from time to time.

ELIGIBILITY

1. On your application to us for the Service, you agree to us verifying to determine, at our discretion if the Service may be made available to you. In the event the Service cannot be supplied, your application (including your personal details) will be kept in our records pending availability of the same.
2. In order to be eligible, the Subscriber confirms that he/she is above the minimum age of eighteen (18) years, not a bankrupt, have read, understood and accepted the terms and

conditions stated herein. The Subscriber further agrees to be bound and be subjected to the specific terms and conditions for BLACK (Service) as contained in www.xox.com.my and which may be updated and any such other terms and conditions which may imposed by XOX MOBILE from time to time. For Subscribers who are below the legal age of eighteen (18) years, parental consent is required before subscribing to any BLACK Plans.

3. By registering, Subscribers represent and confirm that they are legally able to enter into the Agreement.
4. The Terms and Conditions stated herein shall be applicable for all Plans and Promotions as offered or may be offered by XOX MOBILE to Subscribers as part of the Services. The Agreement shall be in force immediately from the date of acceptance by the Subscriber (which is defined by the availability of the Service and usage by the Subscriber). The Subscriber shall refer to the Plans available for registration offered under each Plan.
5. XOX MOBILE reserves the absolute right to rescind any of the privileges accorded to the Subscriber under the Plan(s) or part thereof in the event the registered service is not in accordance with the stipulated eligibility criteria, or is not used in accordance with the Agreement, Plan, or if XOX MOBILE suspects any illegal usage or fraud including but not limited to the Service, or part thereof, including but not limiting to selling or reselling of the Services or part thereof without written consent by XOX MOBILE.

SUBSCRIBERS' RESPONSIBILITIES AND OBLIGATIONS

1. In the use of the Services, you agree: -
 - a. To be responsible for the use of the Services and to accept full risks in doing so;
 - b. That XOX MOBILE shall not be liable to the Subscriber or any third party authorised or claiming on behalf of the Subscriber for any loss, damage, consequential or loss of business, expenses incurred, loss of revenue or profits suffered by the Subscriber and or injury caused or suffered by a person and or damage to property whether direct or indirect arising from or due to any act of omission, error, default or delay by XOX MOBILE in relation to the services provided.
 - c. To fully indemnify and keep XOX MOBILE indemnified at all times against all claims, losses, liabilities, demands, costs and expenses including legal fees which may result or which XOX MOBILE may sustain in connection with or arising from the provision of the services to the Subscriber;
 - d. That any renewal or extension by the Subscriber shall be made in the form as stated by XOX MOBILE and all such renewal requests shall be sent to the address provided in the Form and/or by fax to the number provided by XOX MOBILE and shall be deemed an original document taken together to constitute the Terms and Conditions. The Subscriber agrees to be bound by its facsimile signature and such facsimile received and acknowledged by XOX MOBILE shall be deemed accepted, binding on the Subscriber from the date of receipt and shall form part of the Agreement;
 - e. To be fully responsible for any voice or message or data transmitted by the Subscriber or persons using the Subscriber's Device(s);
 - f. To comply with all applicable laws of Malaysia relating to the service, including without limitation to the Communication and Multimedia Act 1998, other acts, statutes, by laws, rules and regulations issued by relevant government and regulatory agencies which may be amended from time to time;
 - g. To take all reasonable steps to prevent fraudulent, improper or illegal use of the service. The Subscriber agrees to report immediately to XOX MOBILE upon the discovery of any fraud, theft, loss or unauthorised usage or any occurrence of unlawful acts in relation to the Device and Services and agrees to lodge a police report whenever instructed by XOX MOBILE and to give XOX MOBILE a certified copy of such report. XOX MOBILE may extract any message details or personal information of the Subscriber or any data provided by the Subscriber in the event such information is necessary in the event of a suspected and or proven misuse of the Service;

- h. To comply with all instructions, notices or directions issued by XOX MOBILE;
 - i. Where data services are provided under the Plan, to be bound by the Terms and Conditions and the Fair Usage Policy available on the website at www.xox.com.my and as may be modified from time to time by XOX MOBILE; and
 - j. That XOX MOBILE may send the Subscribers notifications relating to promotional and marketing activities from time to time. The only exception is when XOX MOBILE receives a written notification from the Subscriber requesting otherwise.
2. The Subscriber agree not to use or allow any part of the Service to be used: -
- a. To advertise, transmit, store, post, display or otherwise make available materials which may be defamatory, offensive, indecent or illegal or improper or otherwise violate any applicable laws;
 - b. To advertise, transmit, post, facilitate or solicit any Content, product or service that contains harmful, damaging or destructive programmes;
 - c. To disrupt or undermine the security of various networks and systems that are connected to the Service directly or otherwise;
 - d. To violate any party's rights or affect other users' enjoyment of or access to any Services or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
 - e. To infringe an individual's privacy or personal rights;
 - f. To engage in any activity that we determine to be harmful including but not limited to our customers, operations, reputation, goodwill or customer relations;
 - g. To be resold or otherwise be provided to third parties;
 - h. To be used for any activity which would generate Network traffic in excess of reasonable usage or cause congestion; and
 - i. To cause any disruption, interference, interruption or degradation in the Network or the Services.

PROVISION OF SERVICE

1. The Subscriber agree and acknowledge that the quality and availability of Service may vary from place to place, and from time to time. We do not represent and/or guarantee and/or warrant in any way that the Service will be free from any fault, error or interruption. The Service is not fault free and may be affected by factors outside our control, including but not limited to physical obstructions, geographic and atmospheric conditions, radio interference, governmental or regulatory authority and faults on other telecommunications systems connected to our Network. In spite of such events, you agree to pay all fees and charges which are outstanding and/or due and payable to us under the Agreement.
2. The Network and the Services may from time to time require upgrading, modification, maintenance and/or other work, which may result in partial or complete non-availability of Service.
3. XOX MOBILE does not guarantee or warrant the availability of the data usage and the Subscriber acknowledges and agrees that the data usage is provided on an "as is" basis.
4. To experience 4G LTE speed, Subscribers must use a 4G compatible device and the data service is used in an area with 4G network.
5. We may vary Content or the technical specification of Service from time to time.
6. We will use reasonable endeavours to maintain Content, but it may be incomplete, out of date and/or inaccurate. Subscribers accept that we will not be liable for any action Subscribers or any other party take in reliance on the Content or the accuracy, completeness or continuous supply of the Content.
7. Subscribers are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to nor in any way be responsible for any transaction concerning third party goods and services.
8. Subscribers may only use Content in a way that does not infringe the intellectual property rights (IP Rights) of others (Approved Use) and you must comply with all other instructions issued by us regarding use of Content. Subscribers shall not store, modify, transmit, distribute, broadcast or publish any part of the Content other than for an Approved Use. The reselling, copying or incorporation into any other work of part or all the Content in any form is prohibited. Subscribers may only print or download extracts of Content for personal use.

REGISTRATION

1. The Subscriber agrees to pay XOX MOBILE at the point of registration, a sum as Advance Payment equivalent to the Plan subscribed. The Subscriber further agrees that no interest shall be paid by XOX MOBILE for the Advance Payment made and the Advance Payment made shall be used to charge the first month usage Charges due and payable by the Subscriber to XOX MOBILE. In the event of
2. One (1) Subscriber can only register up to a maximum of five (5) SIMs under single user National Registration Identity Card (NRIC)/Passport. Malaysian citizen is required to register using a valid NRIC only.
3. Registration by the Subscriber in any Plan introduced or as may be introduced by XOX MOBILE during the current subscribed term shall be subject to the absolute discretion of XOX MOBILE. Subject to the terms and conditions contained herein and in the Agreement any written request for services including without limitation additional services from the Subscriber whether by way of a mail, letter or fax addressed to XOX MOBILE and written or executed by the Subscriber or Subscriber's authorised agent shall be deemed to be valid and binding and shall form part of the Agreement. The Subscriber shall be deemed to have formally and unequivocally consented to all such requests for service and accepted the Terms and Conditions as and when such request is accepted and processed by XOX MOBILE or when the service has been put to use by the Subscriber. It is the responsibility of the Subscriber to update the names of its authorised agent or personnel from time to time in the Form provided by XOX MOBILE.

MOBILE NUMBER PORTABILITY (MNP) - PORTING IN TO BLACK

1. You are able to switch from your mobile service provider to XOX MOBILE while retaining your existing mobile number subject to the Terms and Conditions. In doing so, you confirm and agree that:
 - a. The Mobile Number Portability request may be subject to a non-refundable porting fee in any event whatsoever;
 - b. The mobile number requested must be in the range of mobile numbers approved by MCMC from time to time;
 - c. Only active mobile number at the time of the request are eligible for porting in to BLACK. Mobile Number which have been suspended, terminated, blacklisted on XOX database and/or barred will not eligible for Porting;
 - d. MNP is subject to existing geographic numbering requirements; and
 - e. You are allowed Port from prepaid to postpaid Service(s) and vice versa. However, you agree and accept that all Porting requests are subject to our terms and conditions for new registration.
2. Subscribers may port-in to BLACK via the following channels: -
 - a. XOX MOBILE Online Store;
 - b. At any XOX MOBILE Service Centres; or
 - c. Through an authorised BLACK dealer.
3. The Advance Payment of the selected Plan must be made in order to activate the SIM Card. Advance Payment will be used to offset the first month's fee and is non-refundable.
4. XOX MOBILE shall not be responsible and/or liable to you or any person claiming through you for the following: -
 - a. For any period of outage during the Subscribers' Service(s) or any related ancillary Service(s);
 - b. For any damage, loss, costs or expenses or other liability in contract or tort or otherwise direct or indirect relation thereto; and/or
 - c. For any interruption and/or delay in approving and/or unsuccessful Port in to us.

SUBSCRIBER IDENTIFICATION MODULE ("SIM")

1. We will open a BLACK Account for Subscribers and provide Subscribers with a SIM Card and/or eSIM.
2. We shall issue Subscribers with and license them to use a SIM Card and/or eSIM on the condition that the SIM Card and/or eSIM shall remain our sole property and shall be returned to us upon a request from us or anyone authorised to act on our behalf.
3. Subscribers must not interfere with or destroy the SIM Card or eSIM for any reason or allow it to be handed over to any other carrier (without our prior written consent). Any SIM Card and/or eSIM that is lost, stolen or damaged (through no fault of ours or the manufacturer) will require payment from the Subscriber for its replacement, exchange or repair. Any SIM Card and/or eSIM found defective due to faulty workmanship or design may be replaced free of charge once returned to us. Subscribers will be required to pay for all Service charges up to the time Subscribers notify us of the loss or theft of their SIM Card and/or eSIM and their SIM Card and/or eSIM is deactivated.
4. Subscribers shall not copy or allow any other person to copy any pre-programmed data of any SIM Card and/or eSIM.
5. Subscribers are responsible for the safekeeping of their SIM Card and/or eSIM.
6. Subscribers must notify us immediately upon discovery of any fraud, theft, loss, unauthorised usage or any other unlawful acts in relation to their SIM Card and/or eSIM and agrees to lodge a report to Polis Diraja Malaysia (PDRM) whenever instructed by XOX MOBILE and to give XOX MOBILE a certified copy of such report.
7. All SIM Cards must be activated before the expiry date printed on the SIM Pack. A non-activated SIM Card which has passed the expiry date imprinted on it will not be usable and/or returnable.

ACCOUNT STATUS

1. Upon activation of a BLACK account, the status of the account will be updated to an **Active** status with the advance payment of the plan made upon signing up. The Active status will last for a **60 days** period. An Active status means that the Subscriber is allowed to use his data, make outgoing and incoming calls or SMS or any type of services including data access.
2. If no bill payment activity performed after the Active state, notwithstanding any available credit balances still available in the account, the Subscriber will not be able to use or take advantage of any other available XOX MOBILE services available for its BLACK Subscribers, but will only be able to receive incoming calls and SMS only.
3. Upon reaching the **61st day** of a bill payment not being performed, the status of the account will be **Barred**.
4. Upon reaching the **91st day** of a bill payment not being performed, the status of the account will be **Blocked**.
5. Upon the **121st day** of a bill payment not being performed, the status of the account will be **Terminated**. In such circumstance, the Subscriber's mobile number will be withdrawn and further steps will have to be taken to access the Service.

UPGRADING FROM XOX MOBILE PREPAID PLANS TO BLACK

1. XOX MOBILE prepaid plan Subscribers may upgrade their prepaid plan to BLACK via SMS, the BLACK App, XOX Self Care, at any XOX MOBILE Service Centre or through authorised BLACK dealers.
2. XOX MOBILE prepaid plan subscriber who upgrades to BLACK will either receive a notification confirming their request to BLACK upgrade or informing the unsuccessful request.
3. After the Subscriber received the first BLACK upgrade request confirmation notification, the subscriber will automatically be upgraded to their preferred BLACK plan within 24 hours. At the point of the BLACK upgrading, the Subscriber's prepaid credit will be taken as the Advance Payment charges based on the BLACK plan of their choice. It is the Subscriber's responsibility to maintain sufficient prepaid credit in their Account. Remaining prepaid credit will be rolled over to the following month's bill.
4. For the duration of the BLACK upgrading service, Subscribers may experience service interruption until the upgrading service is completed.
5. When XOX MOBILE prepaid plan subscribers upgrade to BLACK, all transferable data to their new BLACK account will be capped at 100GB. The remaining data will not be refunded and shall be forfeited upon conversion to the new BLACK account.
6. On successful conversion, the Subscriber shall be bound by BLACK registration terms and conditions.

CHANGING BLACK PLANS

1. BLACK Subscribers may change their BLACK plans via the BLACK App, XOX Self Care, at any XOX MOBILE Service Centre or with an authorised BLACK dealer.
2. For new registration, Subscribers are only allowed to request for a change of plan upon completion of the first billing cycle.
3. Subscribers are subjected to the Advance Payment amount equivalent of the plan they have selected and the current plan's fee to effect the change of plan. The advance payment received will offset the first month's plan fee.
4. Subscribers may change their plan once per billing cycle.
5. Any outstanding payment or overdue amount are to be paid upon successful change plan request.
6. The selected plan that the Subscriber change will take effect on the same day the request is successful.
7. The plan is successfully changed only when the Subscriber receives a SMS and/or email to notify them their plan has been successfully changed.
8. All existing data, talktime and SMS will be carried forward to the new plan the Subscriber changed to.

CHANGING TO OTHER PLANS BY XOX MOBILE

1. Subscribers may change to other Plans by XOX MOBILE while retaining the same MSISDN.
2. Subscribers who change from BLACK to ONEXO Prepaid will forfeit their existing credit, data, talktime, SMS, loyalty points and/or any other Value Added Services.
3. Subscribers need to settle any outstanding payment before they are able proceed with the change to other Plan.

CREDIT EXTENSION

1. Your use of the Service(s) including Mobile Device roaming charges under your account is subject to your Credit Extension and you are fully responsible to ensure your use of the Service(s) and other usage charges do not exceed your Credit Extension. At your request and/or if and when we deem fit, your Credit Extension may be reduced or increased subject to further terms and conditions. We are entitled to bar or suspend (without notice) the Service(s) or part thereof if you exceed your Credit Extension. We are not liable for suspension, barring of the Service(s) if the Charges incurred for your usage exceeds your Credit Extension. You must promptly pay for your Service(s) and other usage charges including any amount in excess of your Credit Extension.
2. Credit Extension is available for all BLACK Subscribers from 3rd January 2019 until further notice.
3. Subscribers may use the Credit Extension to do the following, but not limited to:
 - a. Use Pay-per-use calls and SMS
 - b. Buy Season Pass, Happy Hour and add-ons
 - c. Share data, talktime and SMS
 - d. Purchase Premium Content
4. The amount of Credit Extension available for each BLACK Subscriber varies, based on the length of the Subscriber's subscription to BLACK.
5. Subscribers will be able to enjoy the full amount of the monthly Credit Extension after they have made payment for their previous month's bill.
6. Subscribers may request for additional Credit Extension, but the granting of the additional Credit Extension to the Subscriber is subjected to XOX MOBILE's sole discretion.

BILL PAYMENT

1. The Subscriber agrees and undertakes to pay promptly all usage Charges due and payable for all Services registered under the Subscriber's account number irrespective of whether or not such services have been used or partly used or misused by any third party or not authorised by the Subscriber. The Subscriber further agrees and undertakes that in the event of sums due and unpaid, XOX MOBILE reserves the right to withhold or forfeit the balance amounts (if any) or rewards or bonus points from the Subscriber's account.
2. The Subscriber can make payment for the Subscriber's monthly bill via direct debit, credit card or online banking for BLACK Service(s). The Subscriber confirms and agrees that the information provided is true and correct, that the Card used for direct debit, or online banking is in the Subscriber's name. The Subscriber confirms that the Subscriber is the lawful and authorised holder of the Card or where the Card belongs to a third party, the Cardholder is a lawful and authorised holder of the Card. The Subscriber also confirms that the Card is valid and will remain valid throughout the duration of the Subscriber's use of direct debit, credit card or online banking.
3. Subscribers will need to make payment to maintain an Active account to prevent their BLACK account from being Barred.
4. BLACK subscribers may make additional payment that is more than their BLACK Plan and the additional payment will be carried forward and reflected in their next BLACK statement. For example, if a BLACK subscriber who subscribes to B39 and makes a pre-payment of RM49, the additional RM10 will be reflected in their next BLACK statement so long as they did not utilise the RM10 in the current month.
5. BLACK Subscribers are subjected to six per cent (6%) service tax under the Service Tax Act 2018 (SST), of which will be calculated into the monthly bill at the end of the Subscriber's billing cycle.

AUTO DEBIT

1. The Subscriber's primary obligation under the Principal Terms and Conditions of the subscribed Plan is to settle his/her BLACK official bill statements in a timely manner before or on the due date which shall continue and shall not be waived, extended, suspended in any manner whatsoever by the approval of the Auto-Debit Services provided by XOX MOBILE to the Subscriber herein. The Subscriber further agrees that all sums due and payable to XOX MOBILE shall be processed for payment based on the Subscriber's agreement to the Terms and Conditions in the Auto Debit Form.
2. The Subscriber hereby agrees that the use of Auto-Debit Service is undertaken at his/her risk. XOX MOBILE shall not be liable for, and the Subscriber agree to indemnify XOX MOBILE against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which XOX MOBILE may sustain in connection with or arising from the provision of the Auto-Debit Service to the Subscriber.
3. XOX MOBILE reserves the right at any time without being liable to the Subscriber or any other third party whatsoever to discontinue, interrupt, withdraw or suspend the Auto-Debit Service or vary any terms and conditions for such period of time XOX MOBILE shall deem fit for any reasons whatsoever.
4. The Subscriber shall allow an interval of at least three (3) working days from receipt by XOX MOBILE of the completed registration form for the processing of the application and activation of the Auto-Debit Service.
5. The Subscriber is obliged to inform XOX MOBILE in writing upon transfer of mobile phone and/or SIM card ownership, changes BLACK account number or if the Subscriber wishes to withdraw from the Auto-Debit Service.
6. XOX MOBILE may terminate the Auto-Debit Service of the Subscriber at any time with seven (7) days written notice. The Subscriber may terminate the Auto-Debit Service at any one time with one (1) month's written/email notice to XOX MOBILE for verification purpose. Notwithstanding the foregoing, the Service shall be automatically terminated with immediate effect without notice to the Subscriber in the event that the Card is cancelled by the Card Issuer or the Auto-Debit Service are terminated by the Bank.
7. XOX MOBILE shall not be held responsible or liable for any claims, loss, damages, costs and expenses to the Subscriber:
 - a. if the Card is not honored by the Bank or the Card Issuer;
 - b. if authorization to the Cardholder for the transaction is denied, refused or suspended by any party for any reason whatsoever;

- c. if XOX MOBILE is unable or delays in providing the Service as a result of power failure, failure of any computer or telecommunication system used in connection with the Services, or any other circumstances beyond XOX MOBILE's reasonable control; and/or
 - d. for any loss or damages whatsoever suffered by the Subscribers arising from the use of the Auto-Debit Service.
- 8. XOX MOBILE reserves the right at its absolute discretion to: -
 - a. require the Subscriber to settle any due amount billed using other means of payment from time to time; and/or
 - b. approve or reject the Subscriber's application for the Auto-Debit Service without assigning any reason whatsoever. The Subscriber shall be notified in the event the application for the same is rejected.
- 9. The Subscriber declares and undertakes to XOX MOBILE that: -
 - a. the information supplied overleaf by the Subscriber is true and correct.
 - b. the Subscriber is the lawful and authorized holder of the Card or where the Card belongs to a third party, that the Cardholder is the lawful and authorized holder of the Card and has authorized the Subscriber to use the Card for the purpose of the Auto-Debit Service.
 - c. the Card is valid and has not expired and shall remain valid and unexpired throughout the duration of the Subscriber's use of the Auto-Debit Service.
 - d. the Card has not been suspended or terminated.
- 10. The Subscriber acknowledges and agrees: -
 - a. that the Auto-Debit Service is only available to Subscribers who are owners of VISA/Master Card issue by Malaysian Banks or Financial Institutions;
 - b. to accept full responsibility for all transactions arising from the use of his/her Card in payment of the Amount Due;
 - c. that the provision of the Services for any transaction at any time is subject to prior authorization from the Bank and or Card Issuer through the supplied terminals and against an unexpired and valid Card;
 - d. that receipts will not be issued for payments made through the Auto-Debit Service. Subscriber shall refer to their Card statements for confirmation of payment;
 - e. understands that the Auto-Debit Service is only applicable for settlement of periodic XOX MOBILE's official bill statements. All and any other payments outside the periodic

XOX MOBILE's official bill statement cycle shall be promptly settled in the ordinary manner by the Subscriber;

- f. that XOX MOBILE may appoint a Company to be the authorized collection agent to demand, claim, collect and receive any payment due and payable by Subscriber to XOX MOBILE for the provision of the relevant XOX MOBILE telecommunication services; and
 - g. that XOX MOBILE is only responsible for making arrangement to debit the Subscriber's Card account through the card centre as authorized by the Subscriber, solely for the Subscriber's convenience and benefit. Therefore, for any problems or dispute arising from the procession/debiting will be at Subscriber's own responsibility to resolve it with their Card issuing.
11. The Subscriber is obliged to inform XOX MOBILE in writing/email if there are any changes in their Card account number, including new account number issued under "lost" or "termination/cancellation of the Card's account; changes or renewal of expiry date. Changes involving new account number will require submission of a new authorization form.
12. The Subscriber shall charge their bills to the Card's account in their name either by sole or joint account only. Any variation from this will require expressed permission from the cardholder in writing/email.
13. The Subscriber hereby authorizes XOX MOBILE to:
- a. verify the information supplied overleaf with the Card Issuer or any third party as may be necessary; and/or
 - b. forward the Subscriber's call transactions, billings and other details to the Bank, the Card Issuer and other relevant parties for and in connection with the Services; and/or
 - c. to release details of the Subscriber's monthly bills to the issuing Bank for the Cards and to automatically debit these amounts billed to the Subscriber's Card. The full amount will be debited until the Subscriber withdraws from the Service.
14. XOX MOBILE reserves the right and shall be entitled without prior notice to the Subscriber to reverse any payment entry in the Subscriber's statement accounts or charge back the transaction sum to the Subscriber's account with XOX MOBILE in the event of any one or more of the following circumstances:
- a. the transaction is cancelled by the Bank or Card Issuer for any reason whatsoever;
 - b. the transaction is found to be incomplete, illegal or carried out by fraudulent means;
 - c. the transaction sum/s or part thereof was found to have exceeded the Cardholder's authorized credit extension;

- d. the Card concerned is found to have expired or is invalid for any reason whatsoever;
- e. the transaction is found to be one with “declined authorization” or a non-corresponding authorization code;
- f. the performance of the services or the use of the Card involves a violation of the law, rules or regulations of any governmental body; or
- g. at the absolute discretion of XOX MOBILE or the Bank or the Card Issuer without assigning any reasons whatsoever.

15. These terms and conditions shall be read in conjunction with the Principal Terms and Conditions. In the event of any conflict between these terms and conditions with the provisions pertaining to the Services in the Principal Terms and Conditions, these terms and conditions shall prevail.

VALUE ADDED SERVICES

1. The Subscriber recognises that the Value Added Services includes but is not limited to data services, and every additional Service that may be made available from time to time shall be added to the Subscriber’s account.

TRANSFERRING OWNERSHIP OF MSISDN

1. Subscribers may transfer the ownership of their MSISDN to another Subscriber.
2. Subscribers must ensure the MSISDN to be transferred ownership is Active. MSISDN that are Barred or Blocked must be topped up in order to perform the transfer of ownership.
3. Subscribers whose MSISDN is/are Terminated may not perform the ownership transfer.

TERMINATION OF SERVICE

1. The Subscriber may terminate the subscription by giving written notice to XOX MOBILE or by completing the termination form and forwarding the same to XOX MOBILE within seven (7) working days before the Subscriber’s next billing cycle. Termination notice may be sent to XOX MOBILE via email to enquiries@xox.com.my or at any authorised XOX MOBILE centres. XOX MOBILE reserves the right to forfeit all unused subscription which includes but not limited to unused credit, data, talktime, SMS, and/or loyalty points.
2. In the event of early termination, any amount from Advance Payment shall be forfeited. There is no cash refund for Advance Payment.
3. In the event where the Subscriber’s subscription is terminated due to overdue unpaid charges, XOX MOBILE shall not be liable for any payment or refund of unused subscription upon

termination of the Agreement. In such event and with no prior notice, the Subscriber loses all rights and/or entitlement previously accumulated including but not limited to unused credit, data, talktime, SMS, loyalty points, under the Subscriber's subscription.

4. Termination shall be without prejudice to any existing rights and/or claims that XOX MOBILE may have against the Subscriber and the Subscriber shall continue to fulfil its obligations including full payment of all outstanding charges prior to the date of termination.
5. XOX MOBILE may without any liability to the Subscriber, terminate and suspend all or any part of the Service without giving any reason.

Beginning 1st January 2020, in the event BLACK Subscribers fail to clear their outstanding payment, XOX reserves the right to share their information with Credit Rating Agencies, at any time without referring to the Subscriber. This may affect the Subscriber's credit standing and eligibility in obtaining financial products moving forward.

PORTING OUT OF BLACK

1. In the event of a Port Out from BLACK, all credit, data, talktime, SMS, free items, loyalty points, Advance Payment and other XOX MOBILE Value Added Service shall be forfeited. We are not responsible for any period of outage of Subscribers' Service(s) or any related ancillary Service(s).
2. In order to Port Out of BLACK, the Account should be Active. Once your transaction is complete, all your credit, data, talktime, SMS, free items, loyalty points, Advance Payment and other XOX MOBILE Value Added Service shall be forfeited.

PERSONAL DATA USAGE POLICY

1. By providing your personal information or obtaining the Services, you are aware and acknowledge that you have given XOX MOBILE your consent to collect, record, hold, store, use and disclose your personal information for purposes which are necessary or related to the provision of Services by XOX MOBILE according to our privacy policy which is available at www.xox.com.my.
2. The Subscriber confirms, agrees and accepts that they are aware and gives consent to XOX MOBILE to process your personal data as defined under the Personal Data Protection Act 2010 and further consents that their personal data will be used and/or disclosed in accordance with the Personal Data Protection Act 2010. By registering and/or continuing to use the Service,

the Subscriber authorises and is deemed to have accepted and/or consented to and/or to be bound by such revisions and/or modification of XOX MOBILE's terms and conditions.

3. The Subscriber accepts that XOX MOBILE may be required to revise, amend and/or modify the Privacy Notice from time to time. In such event, such revision, amendment and/or modification will be communicated on XOX MOBILE's website. By continuing to use the Service after such revision, amendment and/or modification, the Subscriber accepts, agrees and consents to be bound by such revision, amendment and/or modification.

NOTICE

1. All communications, notices and/or documents to be given by XOX MOBILE to you shall be in writing and sent to the Subscriber at the address on the registration form or the last known address. It shall be the Subscriber's responsibility to provide accurate, current and updated personal details.
2. Any such communication or notice, including legal process given by XOX MOBILE to the Subscriber shall be deemed to have been served, if: -
 - a. By hand, at the time of delivery;
 - b. By registered post, on the second working day after posting irrespective of whether it is returned as undelivered;
 - c. By ordinary post, on the fifth working day after posting irrespective of whether it is returned as undelivered;
 - d. By email, at the time the recipient's email address is shown on the sender's email print-out stating the date and time;
 - e. By facsimile transmission, at the time shown when the recipient's registered number is shown on the sender's receipt of a transmission report indication a successful transmission, provided that notice shall be in addition thereon be sent by post.

OTHER TERMS & CONDITIONS

1. The above Terms and Conditions will be governed by the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of Malaysian courts.
2. XOX MOBILE is entitled to make any alternation or changes to the Services in whole or any part thereof, or withdraw or suspend, disconnect or terminate the Service and will not be liable to the Subscriber or any third party for any loss.
3. XOX MOBILE may at our discretion with prior notice vary the amount of deposit, fees and any Charges for the Services or part thereof and to change the billing cycle.
4. XOX MOBILE reserves the right to change, amend, modify, suspend, continue, terminate & add all or any Terms and Conditions at any time without prior notice. The Terms and Conditions stated herein shall continue to apply subject to any changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions contained in this document and shall be read and construed to be enforceable as if such changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions were inserted in the document. Continued use of the Service following any amendment or changes to the terms constitutes an acceptance to those changes.
5. Where the Terms and Conditions are translated into a language other than the English Language, in the event of any inconsistencies, conflicts or discrepancies between the terms and conditions set out in the English Language version and that of the other language(s), the English Language version shall prevail.
6. Subscribers shall not assign or novate any or part of Subscribers' rights and/or obligations under this Terms and Conditions to any party, without XOX MOBILE's consent. Subscribers agree that XOX Mobile may assign or novate all or part of the Agreement to any third party by notice to Subscribers without obtaining prior consent. Subscribers continued usage, after such notice on you will be deemed as consent to continue with the Service after such novation and Subscribers agree to be bound as instructed in such or any further notice.

XOX MOBILE shall not be liable for any cost, lost or damage (whether direct or indirect) of for loss of revenue, loss of profits or any consequential loss as a result of the Subscriber's use of the Service.
7. Any specific Service(s) you use is subject to this Terms and Conditions as amended and/or supplemented by the applicable BLACK Specific Terms & Conditions (which prevails over this Terms and Conditions.

PRODUCT

BLACK SPECIFIC TERMS & CONDITIONS

MOBILE DATA USAGE POLICY

For data allocated with the Plan(s), you acknowledge and accept:

1. The data usage is exclusively for domestic usage only.
2. XOX MOBILE does not guarantee or warrant the availability of the data usage and the Subscriber(s) acknowledges and agrees that the data usage is provided on an "as is" basis.
3. To experience 4G LTE speed, Subscribers must use a 4G compatible device and the data service is used in an area with 4G network.
4. There is no Pay-per-use rate for data once BLACK subscribers have utilized all their data in their BLACK account, however, Subscribers may purchase add-ons, Happy Hour promos and Season Pass packages if they need additional data provided that they have sufficient pre-payment or credit in their BLACK account and that their total data in their BLACK account does not exceed 100GB after the relevant purchase.
5. Software and applications which are used by Subscribers to send and/or receive, for uploading and/or downloading of files can contain very large amounts of data. These software and applications demand a significantly huge amount of bandwidth which will negatively impact the speed and also cause network congestion. As a result, a vast majority of Subscribers will be affected from degradation of the quality of Service, and as such is deemed as excessive usage. Excessive usage can also be caused by spamming, virus activities, spy wares and/or other malwares which may reside in Subscribers' Devices. These activities may be known or unknown to Subscribers and normally operates in the background of the Devices' operations. Therefore, Subscribers must take all precautions and rightful actions to ensure that the above activities are controlled and minimised at all times. XOX MOBILE reserves the right to implement and enforce this Mobile Data Usage Policy at its sole discretion upon occurrence of such activities.
6. The data volume calculation shall take into consideration of ALL activities carried out by Subscribers including those knowing or unknowingly done under the Service.
7. XOX MOBILE will not throttle the Subscriber's data irrespective of which BLACK Plan the Subscriber is using.
8. Where data services are provided under the Plan, the Subscriber agrees to be bound by the Terms and Conditions and the Fair Usage Policy available on the website at www.xox.com.my and as may be modified from time to time by XOX MOBILE.

9. Subscribers will not be able to use the data service if their account is Barred and Blocked. Subscribers may only continue to use the data service once they have paid their bills by the end of the Blocked period.
10. The data usage, at all times, is for personal use only and not applicable to commercial usages in any business premises including but not limited to restaurants, internet centres, cafes etc as well as other non-legitimate purpose to be determined by XOX.
11. The data usage, at all times, is not for reselling/rental purpose for profit or huge and continuous information transfer that affects the other XOX's Subscriber. For any excessive usage, or on suspicion of fraud, any illegal practice or unusual activity in respect of the Subscriber's account with XOX, XOX at its sole and absolute discretion reserves the right at any time without being liable to the Subscriber or any third party to discontinue, disconnect, interrupt, bar or suspend the service for such period of time as XOX shall deem fit.
12. In any event, the data usage shall not exceed the allocated amount.

CALLS USAGE POLICY

1. The talktime in minutes allocated with the Plan(s) will be stored in the Subscriber's BLACK counter. When a Subscriber make domestic calls, the call usage will be taken from the BLACK counter storage on the basis of 30 second charging block.
2. Usage on calls beyond the BLACK counter storage or when Subscribers utilized all the talktime in their BLACK account, Subscribers will be charged based on the Pay-per-use (PPU) basis in addition to the applicable monthly plan fee, which is RM0.15/minute based on the 30 seconds block.
3. If the Subscriber wants more talktime before exceeding the allocated talktime in BLACK counter storage, they may purchase Happy Hour promos and Season Pass packages. Each successful purchase of Happy Hour promos and Season pass packages will automatically be stored in the Subscriber's BLACK counter. To purchase the abovementioned promos, Subscribers shall have sufficient credit or credit extension in their BLACK account.

4. Usage of talktime in the BLACK account is not applicable to call to special numbers such as 1300, 1700, 1800, TM100 or any other toll-free numbers, the charging rates for toll free numbers are stated below:

Toll Number	Charging Rate	Charging Block
1300	RM0.09	30 seconds
1700	RM0.09	30 seconds
15454	RM0.09	30 seconds
15454	RM0.09	30 seconds
100	RM1.00	Per call
103	RM2.00	Per call

5. Subscribers will not be able to use the call service if their account is in Barred and Blocked status. Subscribers may only continue to use the call service once they have paid their bills by the end of the Blocked period.

SMS USAGE POLICY

1. The SMS allocated with the Plan(s) will be stored in the Subscriber's BLACK counter. When a subscriber sends a SMS, the SMS usage will be taken from the BLACK counter storage on per SMS basis.
2. Any SMS usage beyond the BLACK counter storage or upon utilized all the SMS in their BLACK account, subscriber will be charged based on the basis of Pay-per-use (PPU) in addition to the applicable monthly plan fee, which is RM0.10 per SMS.
3. If the Subscriber wants additional SMS before exceeding the allocated SMS in their BLACK counter storage, the Subscriber may purchase Happy Hour promos and Season Pass packages offered by XOX Mobile from time to time.
4. Usage of SMS in the BLACK account are not applicable for sending Premium SMS. Examples of Premium SMS services include, but are not limited to:
 - i. Ringtones
 - ii. Sports scores or highlights
 - iii. Competitions
 - iv. Music clips
 - v. Mobile wallpaper
 - vi. Games
 - vii. Chat services

- viii. News & weather
 - ix. Financial data
 - x. Directory enquiry services
 - xi. Voting (e.g. for TV reality shows)
5. Subscribers will not be able to use the SMS service if their account is Barred and Blocked. Subscribers may only continue to use the SMS service once they have paid their bills by the end of the Blocked period.

UNLIMITED CALLS POLICY

1. UNLIMITED calls ONLY applies to the Plan B39 PLUS20 and B39 PLUS50.
2. You acknowledge and accept that: -
 - a) UNLIMITED calls may only be used for domestic mobile/fixed On-net (XOX MOBILE to XOX MOBILE calls) & OFF-net usage (calls from XOX MOBILE to other Service Provider).
 - b) UNLIMITED calls are not applicable to **video calls**, call to numbers with **special numbers** e.g. 1300, 1700, 1800, TM100 or any other **toll-free numbers, prefix number for IDD calls**. **Making such aforementioned calls will incur additional charges to the Subscriber.**
 - c) UNLIMITED calls are for standard **person-to-person calls** and not for any commercial and/or non-personal usage. XOX at its sole and absolute discretion reserves the right at any time without being liable to the Subscriber or any third party to discontinue, disconnect, interrupt, bar or suspend the service for such period of time as XOX shall deem fit.
 - d) UNLIMITED calls are not meant for multiple simultaneous calling, conference calling, re-supply, call centre usage, telemarketing, application-to-person communication, continuously call forwarding, auto-dialling, machine-to-machine communication (including by using your SIM card in any other devices), Cellular Trunking Units (CTUs), or any other activity we consider to be non-standard usage.

Charging rates for toll free numbers are stated below:

Toll Number	Charging Rate	Charging Block
1300	RM0.09	30 seconds
1700	RM0.09	30 seconds
15454	RM0.09	30 seconds
15454	RM0.09	30 seconds
100	RM1.00	Per call
103	RM2.00	Per call

3. The **UNLIMITED** calls are **NON SHAREABLE, NON TRANSFERRABLE** and cannot be carried forward.
4. Subscribers will not be able to use the UNLIMITED calls if their account is **Barred** and **Blocked**. Subscribers may only continue to use the UNLIMITED calls service once they have paid their bills by the end of the Blocked period.
5. Usage of the UNLIMITED calls are subjected to XOX MOBILE **Fair Usage Policy (FUP)** found at: <https://xox.com.my/xox-mobile-fair-usage-policy/>

BLACK COUNTER

The bundled Mobile Internet Quota, Talktime in Minutes, and SMS allocated with the Plan will be stored in the Subscriber's BLACK counter and apply exclusively within Malaysia (domestic networks).

- a. **CARRYING FORWARD POLICY**
 - i. BLACK's feature of carry forward unused data, talktime and SMS is a feature provided by XOX MOBILE whereby when a Subscriber's Account is in the Active status, Subscribers can carry forward any unused bundled data, unused bundled talktime and unused bundled SMS at the end of the billing cycle to use on top of a subsequent monthly quota of the same type. Subscribers acknowledges and accepts that the maximum data entitlement balance to be carried forward is **100GB**.
 - ii. Carrying forward of unused data, talktime and SMS is not a permanent feature as it only be available for a limited period only and XOX MOBILE reserves its right to withdraw the carry forward feature at any time without advance notification or advertisement and without any liability in connection therewith.
 - iii. UNLIMITED talktime in minutes from the BLACK PLAN, will **NOT** be carried forward.

b. **SEASON PASS AND HAPPY HOUR USAGE POLICY**

- i. BLACK Subscribers may purchase Season Pass and Happy Hour promo by XOX MOBILE.
- ii. Once Subscribers purchase Happy Hour or Season Pass, the data, talktime and SMS purchased from promos will be automatically stored in the Subscriber's BLACK counter and Subscribers may use the data, talktime and SMS right away. Subscribers understands and accepts that the purchase of Happy Hour or Season Pass will incur additional charges apart from the monthly plan fees.
- iii. For Subscribers of Plan with UNLIMITED calls, the talktime purchased from Season Pass and Happy Hour will be stored in their BLACK counter and those talktime may be used for **Sharing** and **Carrying Forward** only.

c. **SHARING POLICY**

- i. Subscribers can share a maximum of **10GB** each time (and limited to **three (3)** times a day), talktime and SMS to all XOX MOBILE subscribers depending on the balance of the said items in their BLACK counter.
- ii. BLACK Subscribers will be charged **RM0.50** for each time they share data, talktime or SMS to any XOX MOBILE prepaid plans and BLACK Subscribers' account.

UPGRADING FROM XOX MOBILE PREPAID PLANS TO BLACK

7. XOX MOBILE prepaid plan subscribers may upgrade to BLACK via SMS by entering the correct command code and send to 23388 or 22111. For example: Send **CHGB39PLUS20** to 23388

Command code	Upgrade to BLACK Plan	Charges as Advance Payment (RM)
CHGB10	B10	RM10.00
CHGB39	B39	RM39.00
CHGB39PLUS20	B39 PLUS20	RM59.00
CHGB39PLUS50	B39 PLUS50	RM89.00
CHGB149	B149	RM149.00

8. Below are the items that XOX MOBILE prepaid plan subscribers may and may not carry forward when they upgrade to BLACK.

Items that will be brought to the BLACK account	Items that will NOT be brought to the BLACK account
Unactivated data in Season Pass account	Validity
Unactivated talktime in Season Pass account	Free SMS
Unactivated SMS in Season Pass account	Current active data
Loyalty points	–
Available credit (Will be reflected in the statement)	–

CHANGING BLACK PLANS

1. Subscribers may upgrade or downgrade their current Plan to any of the BLACK Plans via XOX Self Care, BLACK App, at XOX MOBILE Service Centres or through an authorised BLACK dealer. Notwithstanding, Subscribers can only change their plan once in each billing cycle. Subscribers would need to wait till the next billing cycle to change their plan again on those above channels.
2. Subscribers are required to pay the listed amount below for the change plan request to take effect successfully.

Full amount = *Amount Due* (if any) + 1 month current Plan Commitment + 1 month of Advance Payment of New Plan*

**Amount Due refers to any additional purchase or outstanding amount not inclusive of your current plan commitment*

	Current	Change to
BLACK Plan	B10	B39
Amount due (if any)		RM X
Current month commitment		RM10
New plan commitment		RM39
Total Payment		RM49

BLACK BILLING CYCLE

1. All BLACK Plans operate on a 30 days billing cycle. For example, if a Subscriber subscribes a B39 plan on 15 January 2018, they will receive their BLACK statement on 15 February 2018. The Subscriber's BLACK Plan billing cycle date will be updated to 1 day earlier from the date of the successful change plan request. As such the billing cycle date will reflect the successful request date. The data, talktime and SMS of their respective BLACK plan will be credited into their BLACK as soon as the subscriber's BLACK statement is out.
2. For all BLACK Plans, data, talktime and SMS will be given on a monthly basis upon the Subscriber's monthly renewal cycle. This means that for example, if a BLACK Subscriber subscribes B39 on 1 February 2018 and makes a pre-payment of RM468 for 12 months of his subscription, the Subscriber will not receive the full quota of 12 months (72GB, 600 minutes and 600 SMS) all at once.

GENERAL

1. The use of the Plan(s) and Service(s) is subject to the General Terms & Conditions, Specific Terms & Conditions, XOX Fair Usage Policy and any other applicable terms and conditions and or policies, all available on the website at www.xox.com.my and as may be modified from time to time by XOX MOBILE.
2. Capitalised terms herein have the same meaning as defined in the General Terms & Conditions.
3. XOX MOBILE reserve the rights without liability, to revise and/or amend this Specific Terms & Conditions, modify, suspend, continue, terminate, add to the Plan, and revise our pricing. Where reasonably practicable, XOX MOBILE will give subscribers reasonable advance notice of such changes. Subscribers continued use of the subscription and/or the service following the Effective Date of any such change shall constitute unconditional acceptance by you of such change and subscribers shall be bound by the same. Subscribers accepts to be responsible for regularly viewing information at www.xox.com.my.