

Terms and Conditions

Maxis Own Built Campaign (“Offer”)

General

1. Offer:

- (i) If you sign up for any of the following new Maxis Business Fibre Plan(s) (more information available at <https://business.maxis.com.my/en/data-internet/fibre/>) (“Plan(s)”) during the Offer Period (as defined hereinafter), you will enjoy a higher speed internet with monthly bill rebates throughout the Term (“Offer”):

Normal Rate Plan	Offer Rate Plan	Normal Price (RM)	Rebate (RM)	Offer Price (After Rebate) (RM)
(a) Maxis Business Fibre 100Mbps	Maxis Business Fibre 300Mbps	199/month	60/month	139/month
(b) Maxis Business Fibre 300Mbps	Maxis Business Fibre 500Mbps	269/month	70/month	199/month
(c) Maxis Business Fibre 500Mbps	Maxis Business Fibre 800Mbps	349/month	80/month	269/month

- (ii) In addition to the above, if you port over from another service provider to Maxis and sign up for any of the following rate plan(s), you will receive the buyout penalty amount of up to RM1,000 upon successful registration with Maxis which will be reflected by way of rebates in your monthly bills.

2. Offer Period:

The Offer is valid from **19 August 2021 to 18 October 2021**, both dates inclusive (“Offer Period”). We reserve the right to end the Offer before the Offer Period and/or to amend these terms and conditions at any time without prior notice to you.

3. Eligibility:

- (i) You are eligible if you are new Maxis Business Customer(s) who signed up for the Plan(s) during the Offer Period by submitting the completed Maxis Registration Form to Maxis and subject to Maxis Own Build Fibre infrastructure and service availability check.

- (ii) You are not eligible to the Offer if you only sign up for any value-added services to the Plan(s).

4. By subscribing to the Offer, you agree that the Offer and use of the Service(s) are bound by these terms and conditions which shall form an integral part and to be read together with the General Terms & Conditions (“GTC”), Service Specific Terms & Conditions (“SSTC”), Summary Terms and Conditions (“STC”), Maxis Fair Usage Policy and any other applicable terms and conditions, all can be found at <https://business.maxis.com.my/terms-conditions/business/>.

5. Capitalised terms herein have the same meaning as defined in the GTC.

6. Any conflict or inconsistency between these terms and conditions, the GTC, SSTC and STC shall be construed in the following order of precedence: (a) these terms and conditions, (b) SSTC; (c) GTC; and (d) STC.

7. We reserve the rights without liability, to revise these terms and conditions, the Plan(s), our pricing and/or any other applicable charges. Where reasonably practicable, we will give you reasonable advance notice of such changes and all previous versions of our user guides or leaflets will be superseded. You accept you are responsible for regularly reviewing information on the Plan(s) and Service(s) at www.maxis.com.my/tnc, including changes to the Agreement. Your continued use of the Service(s) and/or Plan(s) (after the Effective Date of any revision/change to the terms and conditions of Services and/or Plan(s)) shall constitute unconditional acceptance by you of such revisions/changes and you shall be bound by the same.

Things we may do to the Service(s)

8. We reserve the rights at any time, without being liable to you or any third party, to interrupt, bar, suspend, restrict the Service(s) for such time as we see fit or terminate, discontinue or disconnect the Service(s) if your usage:

- (a) shows excessive usage or placing unusual burdens on our Network;
- (b) is for unlawful activities or for suspected fraudulent activities;
- (c) is not in accordance with the Maxis Fair Usage Policy (at www.maxis.com.my/FUP);
- (d) is for commercial/non-personal purposes; or
- (e) shows usage in any device(s) or equipment other than the Equipment.

Other terms and conditions

9. The Offer is only applicable to the discount for the monthly Charges of the Plan(s) and it shall not apply to any value added services subscribed by you under the Plan(s). The Offer is not valid in conjunction with other on-going promotions, offers, discounts, net-price products, rebates, or privileges, unless otherwise allowed by Maxis.

10. Charges for the Service(s) will be invoiced to you on a monthly basis.

11. Our decisions in any matter in relation to the Offer shall be final and conclusive and any request for appeal or review will not be entertained.

12. All charges and prices stated are exclusive of all applicable taxes. Any applicable taxes shall be charged and added to the bills issued to you.

13. We will not be liable for any claims by you or any third party for loss or damages of any nature, including but not limited to loss of profits, loss of reputation, loss of savings, punitive, indirect, incidental, special or consequential damages or for any other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with your subscription of the Offer.

14. If any of the provision in these terms and conditions is held to be invalid, illegal and unenforceable under any applicable law or court of law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.