



XOX WIFI TERMS & CONDITIONS

GENERAL

1. These terms and conditions ("Terms and Conditions") contain important information that governs the Subscriber's use of XOX WIFI ("Plans") and data usage and data speed to the Internet ("Service"). Upon subscription to XOX WIFI, you, the Subscriber, are deemed to have read, unconditionally accepted, and be bound by these Terms and Conditions as may be amended from time to time. The Subscriber further acknowledges and accepts the sole responsibility to ensure that any and all persons the Subscriber allows for the use of the Plan and/or Service complies with the Terms and Conditions herein.
2. XOX WIFI and the Service are subject to the Mobile Data Usage Policy, XOX Fair Usage Policy, and any other applicable terms and conditions, all at XOX's official website at <https://onlinestore.xox.com.my/>.
3. XOX reserves the right without liability to revise these Terms and Conditions, Plan, and our pricing. Where reasonably practicable, XOX will provide the Subscriber reasonable prior notice of such changes. Once such changes have been made, all previous versions of XOX Subscriber guides or leaflets shall be superseded. The Subscriber accepts the responsibility to regularly review information on the Plan and Services and XOX website, including changes to these Terms and Conditions. The Subscriber's continued use of the Plan and/or Service after the effective date of any revisions/changes to the Terms and Conditions, shall constitute unconditional acceptance of such revisions/changes and therefore the Subscriber shall be bound by the same. If the Subscriber does not accept such revisions/changes, the Subscriber may terminate and/or discontinue using the Plan and/or Service, failing which the Subscriber shall be assumed to have accepted the changes.

ELIGIBILITY

4. On your application to us for the Service, you agree for us to verify your information in order to determine, at our discretion if the Service may be made available to you. In the event the Services cannot be supplied, your application (including your personal details) will be kept in our records pending availability of the same. Please refer to our [Privacy Statement](#) on XOX Official Website for more information.
5. In order to be eligible, the Subscriber confirms that he/she is a Malaysian citizen above the minimum age of eighteen (18) years, have read, understood and accepted the terms and conditions stated herein. For Subscribers who are below the legal age of eighteen (18) years, parental consent is required before subscribing to any of the XOX WIFI Plans.
6. In addition for non-Malaysians to be eligible, the Subscriber must possess a valid passport with a remaining validity period of no less than six (6) months at the time of registration and a Malaysian bank account.
7. XOX WIFI shall currently be available for new registration numbers only. Mobile Number Portability ("MNP") and Change of Business Plan ("COBP") for existing registered numbers is unavailable until further notice.

XOX COM SDN. BHD.

Registration No. 200501027788 (709922-X) | A/JL License Number (A/JL 932178)
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Tropicana Golf & Country Resort, 47410 Petaling Jaya, Selangor Darul Ehsan.

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F: 603 7803 0778

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REGISTRATION

8. 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 contra with the first month usage Charges due and payable by the Subscriber to XOX MOBILE.
9. A deposit equivalent to the sum of two (2) months of the monthly commitment of the Plan subscribed is chargeable to non-Malaysians subscribing for the Plan(s).
10. One (1) Subscriber can 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.
11. The Subscriber may sign up for XOX WIFI via the following platforms:
 - a. XOX and ONEXOX Official Dealers
 - b. XOX Online Portal, <https://onlinestore.xox.com.my/xoxwifi>
12. The Subscriber may register for XOX WIFI with contract at participating XOX Authorized Physical Outlets as stated below:
 - a. SPACE Sunway Pyramid
 - b. SPACE Sunway Velocity
 - c. XCC Queensbay
 - d. XCC ICT Komtar
 - e. XCC Kuching
 - f. XPP IOI Putrajaya
 - g. XPP Ipoh Parade
 - h. XPP Paradigm Mall, Kelana Jaya
 - i. XPP Aeon Bandaraya Melaka
 - j. XPP Giant Kuantan
 - k. XPP Aeon Kota Bharu
 - l. XPP AU2
 - m. XPP Giant K.Terengganu
 - n. XPP Penang Sunway Carnival
 - o. XPP Arau
 - p. XPP Central i-City
 - q. XPP Sabah KK Centre Point

Note: Additional outlets will be updated from time to time. The devices are subject to the availability at each outlet

13. The SIM Card must be activated within thirty (30) days of registration. Failure to do so will result in the expiration and termination of the SIM Card, Services, and the Subscriber's account.

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XOX WIFI PLANS

14. The XOX WIFI Plans offered by XOX are as follows:

Plan	WiFi Plus Lite	WiFi Plus Freedom	WiFi Plus X*	WiFi Premium Lite	WiFi Premium Freedom	WiFi Premium X*
Monthly Commitment Fee	RM55	RM55	RM55	RM85	RM85	RM85
Device Price (onetime payment)	N/A	RM110	RM110 (Rebate RM55/ month in month 6 & 12)	N/A	RM130	RM130 (Rebate RM65/ month in month 6 & 12)
Data Quota (GB)	400GB	400GB	400GB	Unlimited**	Unlimited**	Unlimited**
Device	N/A	4G MIFI Device	4G MIFI Device	N/A	4G Router	4G Router
Contract	No	No	12 months	No	No	12 months

*Available at selected XOX Authorized Physical Outlets only.

**Fair Usage Policy applies.

15. The Mobile Internet Quota allocated with the Plan is applied exclusively within Malaysia only (domestic networks).

16. XOX WIFI are plans that are allocated with Mobile Internet Quota only. No talk time in Minutes or SMS will be allocated for the plans.

17. The Unlimited Internet is subject to the terms and conditions of XOX's Fair Usage Policy (FUP). The FUP for the respective plans are as stated below:

Plan	WiFi Premium Lite	WiFi Premium Freedom	WiFi Premium X
FUP	800GB	800GB	800GB

18. XOX WIFI are not eligible for any Season Pass and Happy Hour promo by XOX MOBILE.

19. XOX MOBILE does not offer the sharing feature for XOX WIFI. Subscribers under the XOX WIFI Plans are not eligible to share and receive data, talk time, or SMS to and from any and all other XOX Subscribers.

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20. The Subscriber is entitled to After Sales Service for the 4G MIFI Device & 4G Router at any XOX Authorized Physical Outlet.

INTERNET ADD-ON

21. There is no Pay-per-use rate for data once Subscribers have utilized all their data in their account, however, Subscribers may purchase add-ons if they need additional data provided that they have sufficient pre-payment or credit in their account.
22. The Subscriber may purchase Data Add-On as stated below:

Data Add-On	Price
30GB	RM25
100GB	RM75

23. The Data Add-On can be purchased via the XOX Online Portal, <https://onlinestore.xox.com.my/xoxwifi>.
24. Upon renewal of bill cycle, any unutilized data from the Data Add-On quota will be forfeited.
25. XOX reserves the right to alter, modify, change, suspend and/or cease this Data Add-On service and to amend and modify these Terms and Conditions, including prices and denominations in which the Data Add-On may be purchased, without prior notice for any legitimate commercial, technical, or operational reason.

XOX WIFI PLAN UPGRADE

26. The upgrade of XOX WIFI to other plans offered by XOX is currently not available.
27. The Subscriber acknowledges and agrees that, in the event that a plan upgrade occurs, all existing credit, data, talk time, SMS, ADX points, and/or other value-added services shall be forfeited.

BILLING CYCLE

28. XOX WIFI operates on a 30-day Billing Cycle.
29. The data will be provided on a monthly basis upon the Subscriber's monthly renewal cycle.
30. Any remaining data will not be carried forward to the next Billing Cycle. The total data quota will be refreshed as per the Plan's allocation set out in Clause 14, after every Billing Cycle.
31. XOX may introduce other modes of billing from time to time by giving you prior notice.
32. Subscriber must pay XOX on or before the date specified in the respective Bill ("Due Date") without the need of any further notice.

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COMMITMENT PERIOD AND EARLY TERMINATION

33. The commitment period of the Plan available for the Subscriber is TWELVE (12) months commencing from the date of registration of the Plan.
34. During the Commitment Period, the Subscriber is not allowed to:
- Terminate their XOX MOBILE account or port out to another Mobile Service Provider;
 - Suspend their XOX MOBILE account;
 - Stop payment of monthly bills resulting in the termination of their XOX MOBILE account;
 - Change or transfer ownership of the Plan and Service(s) to another person.
35. Should any of the events in Clause 34 occur, the Subscriber is subject to a Termination Fee including all outstanding amounts due up to the time of early termination.
36. XOX MOBILE reserves the right to impose the Termination Fee on the Subscriber who will bear the responsibility to pay, in the event the Plan is terminated for whatsoever reason before the expiry of the Commitment Period.
37. The Final Settlement Amount would be inclusive of the Termination Fee of RM100, Current Charges, and any Outstanding Amount Due as set out below:

Final Settlement Amount

= (Amount Due + Current Charges + 6% SST) + RM100 (Termination Fee)

38. The Subscriber acknowledges and agrees that XOX MOBILE reserve the rights to block the IMEI of the Device if the Subscriber:
- Is suspected of fraud or found to have committed fraud;
 - Reported to XOX MOBILE that the Device is missing or has been stolen and requested for XOX MOBILE to block the IMEI of the Device; and/or
 - Failed to make full payment of any outstanding amount due to XOX MOBILE within THIRTY (30) days of the statement due date.
39. The Subscriber is responsible for any loss, theft, or damage to the Device at all times and shall continue to pay all Charges relevant to the Plan for the Commitment Period, notwithstanding that the Device is lost or damaged.

BILL PAYMENT

40. 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 an unauthorised person 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 or barred, suspend, restrict, disconnect, impose reconnection fee and/or terminate XOX WiFi Services(s).
41. The Subscriber acknowledges that if any charges remain unpaid under the Subscriber's account, XOX has the right to charge to the Subscriber's credit card for such amount outstanding for any XOX

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Products or Services.

42. Subscribers will need to make payment to maintain an Active account to prevent their account from being Barred.
43. The bill is subject to six per cent (6%) service tax under the Service Tax Act 2018 (SST) or any other tax imposed by government, of which will be calculated into the monthly bill at the end of the Subscriber's Billing Cycle.
44. For bill disputes enquiry, Subscribers may contact XOX Call Centre for clarification.

TERMINATION AND REFUND

45. The Subscriber may terminate the subscription by contacting XOX's careline 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 form may be sent to XOX via email to enquiries@xox.com.my or at any authorised XOX MOBILE centres.
46. Upon termination, XOX MOBILE reserves the right to forfeit all unused subscription which includes but not limited to unused credit, data, talk time, SMS and/or loyalty points.
47. The Subscriber may clear the payment settlement by utilizing their overpaid balance in the billing system. If any overpayments remain after the Subscribers have settled their bills, Subscribers must contact XOX Customer Service to request for a refund.
48. The overpayment in the Subscriber's account can be used to clear the bill. Subscribers may request for a refund if there is still a balance after paying the bill.
49. In the event of termination, any amount from Advance Payment shall be forfeited.
50. The Subscriber may request for a refund of Deposit (if any) a day after the termination of the subscription and within THIRTY (30) days with the provision of his/her Bank account. XOX is not liable for any charges imposed by Banks that are not registered in Malaysia. There is no cash refund for Deposit.
51. XOX reserves the right to utilize the Deposit to offset any amount due from the Subscriber to XOX including but not limited to any outstanding charges under any of your Accounts.
52. Subject to the above, any balance Deposit will be returned to the Subscriber within fourteen (14) working days from the date of the refund request.
53. In the event 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, credit and/or monies 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,

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monies, data, talk time, SMS, loyalty points, E-Wallet credit under the Subscriber's subscription.

54. Upon line termination, XOX MOBILE reserves the right to use Subscriber's E-Wallet balance to reduce/settle any outstanding amount/balance. Any reduction made from E-Wallet balance shall not be deemed as full and final settlement of any outstanding amount/balance. Subscriber shall still be responsible and liable to settle any amount owing and due to XOX MOBILE.
55. 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 his/her obligations including full payment of all outstanding charges prior to the date of termination.
56. XOX MOBILE may, without any liability to the Subscriber, terminate and suspend all or any part of the Service without giving any reason.

Warranty

57. The 4G MIFI Device or 4G Router (individually, a "Device") (if applicable), is provided "as is" without any warranty, either express or implied, unless explicitly stated in writing. XOX does not provide any warranty for the Device, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, unless expressly specified in these Terms and Conditions or as required by applicable law.
58. Please contact XOX for more information regarding the warranty of the Device.

NOTICE

59. XOX WIFI cannot be exchanged for cash and the Device is not returnable upon acceptance of the contract.

OTHER TERMS & CONDITIONS

60. 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.
61. 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.
62. 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.
63. XOX MOBILE reserves the right to change, amend, modify, suspend, continue, terminate, and 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.

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