

TV Zerolution

Service Specific Terms & Conditions (“SSTC”) –TV Zerolution

- TV Zerolution SSTC
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[Version 15 August 2020]

General

1. **The Plan(s):** TV Zerolution
2. **You:** Person(s) signing up for the TV Zerolution.
3. The use of the Plan(s) and Service(s) is subject to the General Terms & Conditions (“GTC”), Service Specific Terms & Conditions (“SSTC”), Maxis Fair Usage Policy and any other applicable terms and conditions, all at www.maxis.com.my/terms-conditions/personal.
4. Capitalised terms herein have the same meaning as defined in the GTC.
5. Any conflict or inconsistency between this SSTC, the GTC and Summary Terms and Conditions (“STC”), shall be construed in the following order of precedence: (a) SSTC; (b) GTC; and (c) STC. Further, the Plan(s) is subject to Maxis Fibre at <https://www.maxis.com.my/terms-conditions/personal/broadband/maxis-fibre/> and SSTC – Maxis Unlimited Postpaid and Fibre at <https://www.maxis.com.my/terms-conditions/personal/family/maxis-unlimited-postpaid-fibre/>. For clarity, any conflict or inconsistency between this SSTC, SSTC –Maxis Postpaid and SSTC – Maxis Fibre and SSTC – Maxis Unlimited postpaid and Fibre, this SSTC shall take precedence.
6. We reserve the rights without liability, to revise this SSTC, Plan(s) and our pricing. 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give you reasonable advance notice of such changes and all previous versions of our user guides or leaflets will be superseded.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 <https://www.maxis.com.my/terms-conditions/personal/>, 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. If you do not accept such revisions/changes, you will terminate the Plan(s) and/or the use of the Services by giving us notice within 28 days from the Effective Date failing which you are assumed to have accepted the changes.

Eligibility

7. To be eligible for TV Zerolution, you must either be an existing Maxis Unlimited Postpaid and Fibre subscriber or an existing Maxis Fibre subscriber.

You are ineligible for this Plan(s) if you are existing subscriber for Apple TV promotion at RM1/month.

10. You are ineligible for this Plan(s) if you owe us any payments.
11. This Plan(s) is inapplicable to you if you are a commercial user and/or bulk subscriber.

Charges

12. By accepting this Plan(s), you will enjoy TV Device at promotion price per month as offered by us, which is exclusive of all applicable taxes ("**TV Zerolution Fee**"). Please see Appendix for TV Device Charges and TV Zerolution Fee and more details.
13. Your monthly TV Zerolution Fee shall remain unchanged even if you upgrade your Maxis Fibre rate plan during the Commitment Period.
14. We will start charging TV Zerolution Fee from the first day of the Commitment Period.

Warranty

15. Maxis shall not be responsible for any warranty claim. Please contact the manufacturer or their authorised repairer (MTT Solutions Sdn Bhd customer service hotline: 012-969 6305) directly if the manufacturer's warranty period for the TV Device has not expired.
16. We will also not be responsible to replace the TV Device or any part thereof that is lost, stolen, damaged or defective (regardless such defect is a manufacturer defect or due to the reason of installation of the TV Device). You shall be responsible for the repair and maintenance of your TV Device at all times except where the repairs is still subject to the applicable warranty issued by the manufacturer.

Waiting Period

17. A minimum 3-month waiting period is applicable to you for this Plan(s) if you are:
 - a. a new customer of Maxis; or
 - b. an existing customer of Maxis who is still within the applicable commitment period under other device contract with Maxis but wish to sign up this Plan(s) using the same Malaysian identity card number or passport number, each device contract must be 3 months apart.

TV Zerolution Commitment Period

18. The minimum commitment period of this Plan(s) is twenty-three (23) months from the date of acceptance of these terms and conditions ("**Commitment Period**").
19. You shall not, during the Commitment Period or Extended Period (as the case may be):
 - a. terminate your Maxis Fibre Plan or Maxis Unlimited Postpaid and Fibre plan, whichever is applicable or
 - b. terminate or suspend your account or port out to another Internet service provider; or
 - c. have your account terminated for non-payment of monthly bills; or

20. You acknowledge, if any of the event above occurs, this Plan(s) will be terminated, and you shall be liable to pay us an early termination fee of RM500. In addition, you shall pay us the TV device remaining balance charge as follows:
[(TV Device(s) Recommended Retail Price (RRP) ÷ 24 months)] x Remaining month(s)]
21. In addition to clause 19, in the event of early termination of this Plan(s) before the expiry of the Commitment Period, you shall be further liable to pay us a non-return fee for the TV Device to be determined by us based on the TV Device model and its residual value or as stated in the Registration Form. Upon payment of the **TV Device non-return fee** by you to us, the TV Device shall be regarded as belonging to you.
22. Payment of the device remaining balance charge is without prejudice to collection of all monies owing to us by you in accordance with your account up to the time of early termination. You will be responsible for all outstanding amounts which will be due and payable by you to us immediately on the date of your billing cycle. All outstanding amounts due and owing to us shall be subject to applicable taxes. If you suspend your Service during the commitment period, the device monthly installment fee will continue to be charged to you.
23. You accept and acknowledge that the TV Device title and ownership does not belong to you during the Commitment Period. You are accountable for the use and safety of the TV Device. Nothing in this SSTC shall be construed as transferring the title or ownership of the TV Device to you unless otherwise expressly stated. You shall not directly or indirectly give or allow another person to give any interest in or lien over the TV Device. You shall promptly, at your own costs and expenses, take all such actions as may be necessary to duly discharge or eliminate any such liens over the TV Device upon obtaining actual knowledge thereof.

Returning the Device

24. The TV Device is to be returned to us in good working order upon the expiry of the Commitment Period.
25. In the event that the TV Device is not return to us upon the expiry of Commitment Period, this Plan(s) shall continue to be valid and effective for another one (1) month ("**Extended Period**") wherein the TV Zerolution Fee shall continue to be payable to us. This Plan shall be terminated on the expiry of the Extended Period.
26. Within the Extended Period:
- if you wish to terminate the Plan(s) and you return the TV Device to us in good working order, this Plan(s) shall be terminated and you shall not be liable to any TV Device non-return fee.
 - if you wish to terminate the Plan(s) or when the Plan(s) is terminated but you failed to return the TV Device to us on the termination of the Plan, a TV Device non-return fee (as stated in the Registration Form) will be charged as compensation. Upon payment of the TV Device non-return fee by you to us, the TV Device shall be regarded as belonging to you.
27. For the avoidance of doubt, notwithstanding anything to the contrary, we are not obliged to accept the TV Device should you seek to return the TV Device after the Extended Period.

Delivery of TV

of this Plan(s) for delivery appointment. Delivery slots are subject to availability. . You will need to present your original NRIC or passport used during sign-up to our delivery partner or passed the identity verification check conducted by our delivery party upon delivery.

29. Maxis cannot and will not accept responsibility for delivery failures or delays by our third party delivery partner.

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Price stated may be subject to Service Tax

www.complaint.cfm.org.my

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