

TERMS AND CONDITIONS

Support and Customer Service

1. Our operation hour is 9.00am to 6.00pm, Monday to Friday. Our support hour is 9.00am to 12.00am on Monday to Friday, 9.00am to 9.00pm on Saturday to Sunday and public holiday.
2. Customer may contact our customer service with 03-9078 2963 or email to support@freshtel.my or login to our portal and Freshtel Internet mobile app and submit the request to Freshtel Internet.

Registration & Installation

1. Customer has to provide the following information for registration.
 - o Name
 - o Identity (NRIC, Passport)
 - o Nationality
 - o Email
 - o Contact Number
 - o Preferred Installation Date/Time
 - o Service Location and Unit No
 - o Company Registration No (for company applicant only)
2. Customer information is confidential in Freshtel Internet.
3. Information provided must be accurate to make all the operations work smoothly, and to receive the important notice from Freshtel Internet.
4. Provided mobile number is recommended to be Malaysia registered mobile number. International mobile will be unable to receive any SMS from Freshtel Internet.
5. Customer must provide the following document(s) for the verification process.
 - o For Individual application
 - i. NRIC (Front and Back) / Passport
 - o For Company application
 - i. SSM Documents
 - ii. NRIC (Front and Back) / Passport
 - o For Redemption application
 - i. For Owner application
 1. S&P / VP Letter / Utility Bill
 2. Owner NRIC (Front and Back)
 - ii. For Tenant application, such as Individual and Operator
 1. S&P / VP Letter / Utility Bill
 2. Tenancy Agreement
 3. Letter of Authorization
 4. Owner & Tenant IC/Passport
 - iii. Payment Slip (If applicable)
6. Deposit
 - a. RM 150 of deposit is applicable for Malaysians who subscribe no contract packages;
 - b. RM 500 of deposit is applicable for non-Malaysians who subscribe any contract period of packages.
7. Installation Fee
 - a. RM 150 of installation fee is applicable for high rise property with no contract packages;
 - b. RM 300 installation fee is applicable for landed property with 100 mbps packages in any contract period. It is applicable for both Malaysians and non-Malaysians.
 - * Installation fee is subject to Sales and Service Tax (SST).
8. Cancellation of registration must be informed 3 working day(s) in advance before the scheduled installation date.
9. Installation will be arranged once the customer has made payment for deposit and/or installation fee, and the payment has been verified by the Billing Team, if deposit and/or installation fee is applicable.
10. Installation will be scheduled as follows:
 - o On Monday to Friday
 - i. 9.00am to 4.00pm
 - o On Saturday
 - i. 10.00am to 12.00pm
 - o On Sunday, and Public Holiday
 - i. Closed
11. Internet troubleshooting will be scheduled as follows:
 - o On Monday to Friday
 - i. 9.00am to 4.00pm
 - o On Saturday, Sunday, and Public Holiday ** Subject to approval
 - i. 10.00am to 12.00pm
12. For installation arrangements, appointments requested before 1:00 PM will be arranged on the same day as requested. Appointments requested after 1:00 PM will be scheduled on the next business day, subject to availability in Freshtel Internet schedule. To ensure prompt service delivery based on current availability, Freshtel Internet strives to accommodate customer's installation needs efficiently, prioritizing timely arrangements to meet customer's schedule preferences.
13. Freshtel Internet has the rights to schedule another installation session for the customer if the customer's preferred installation session has been fully occupied. This is a first come first serve basis.
14. Cancellations for scheduled installations, troubleshooting appointments, or device returns require a minimum of 1 - 3 working days' advance notice before the scheduled date.
15. Customer's package(s) will be activated after the installation has completed.
16. Contact our customer service to change of information. Our personnel will provide a form for customer to enter the new information, and customer may need to submit back to Freshtel Internet. Customer's information will be updated in the system in 3 working day(s).
17. Voice Package will be charged on usage basis. For local calls, RM 0.10 will be charged per minute for residential plans; RM 0.11 will be charged per minute for commercial plans. For international calls, the charging rate will be charged depending on the country called to.
18. Expired and / or fully redeemed promotion code will not be entertained although the registration is submitted to Freshtel Internet.

One Time Deal

1. One Time Deal package is not allowed for transfer ownership.
2. One Time Deal package is not refundable.
3. Mesh router is provided for 500mbps and above packages only. Customer is required to return the device once the contract is end.

Monthly Billing Invoices

1. Prorated bill will be generated on the next day after the package is activated.
2. Monthly bill will be generated on the 1st day of the month. The due date will fall on the last day of the month. Customer is advised to settle their bills prior to the due date to avoid any disruption.
3. Prorated bill and monthly bill will be sent to registered email. Hard copy of invoice/Statement of Account is not provided. Do contact our customer support if not receiving the bill(s).
4. Customers are required to make full payments for their billing invoices. Partial payments are not allowed. This ensures that all units under one account remain active and avoids any suspension.
5. Freshtel offers convenient cashless of making payments via online banking (FPX), e-wallets, credit cards, and JomPAY through the Freshtel Internet portal and mobile app. For detailed instructions, please refer to the payment user guide available on the Freshtel Internet website.
6. Auto debit is available in Freshtel Internet. Customer may enable the features when paying the bill(s) with debit or credit card for the first time. Kindly ensure that the credit(s) in the card is sufficient to make payment.
7. Failure on auto debit transaction would cause suspension if the bill(s) has not been paid before the bill's due date. Customer will not be notified of failure on auto debit transactions.
8. Cash and bank transfers are not allowed. Do refer to "Monthly Billing Invoices" item (5) for available payment methods in Freshtel Internet.
9. Customers are advised not to refresh or close the page or click the back button during the payment transaction, as this may lead to transaction failure.
10. Customer will be blacklisted to CTOS and CBM if overdue invoice(s) are not being paid in two (2) months.
11. Customer will be responsible for charges related to broken device(s) in cases of abuse, accidents, modifications, unauthorized repairs, or other causes not attributed that are not hardware defects.
12. Replacement of device(s) will be conducted for customer in such cases as hardware defects.
13. Refunds will be processed within 45 working days from the date Freshtel Internet receives the completed termination form and the device(s) is returned to Freshtel Internet.
14. Re-open account subject to approval by the management. The Customer must comply with current terms and conditions of service. Additional verification or documentation may be required for account reopening.
15. Re-open account after termination is subject to a reactivation fee, as outlined in the service agreement. The customer must settle any outstanding balances and fees incurred up to the termination date.
16. Re-open account reinstatement after suspension requires settlement of any outstanding balances or fees that led to the suspension. The customer must agree to adhere to all terms of the service agreement moving forward.
17. Re-open account suspended due to non-payment can be reopened upon settlement of all outstanding invoices and fees. Reinstatement is conditional upon the customer's commitment to maintaining timely payments as per the revised payment schedule.

Suspension

1. All units under one account will be suspended if the customer is unable to make full payment within 45 days after the invoice is generated.
2. All units in one account will be automatically reactivated in 10 minutes after the customer has made full payment for the overdue invoice(s) via online banking (FPX), e-wallets, credit cards, or JomPAY through the Freshtel Internet portal and mobile app. Please contact customer support if the line is not restored after 10 minutes.
3. Customers may contact customer service after making payment via terminal and must provide the payment receipt of the transaction as a proof to reactivate the account.
4. Customers may contact our customer service if they are still experiencing internet issues despite having successfully made a full payment. Customers shall provide proof of payment, including transaction receipt(s) or history to facilitate assistance.
5. Customers who are still bound by a contract with Freshtel Internet are required to pay the remaining balance of the billing invoice amount if their account has been suspended for more than 2 months.

Termination

1. Termination of services or accounts must be requested in email or call to our customer service.
2. All outstanding balances, fees, or charges must be settled before the termination request can be processed.
3. Customers who want to terminate their internet service while still bound by a contract with Freshtel Internet will incur a penalty equivalent to the remaining months of the contract.
4. Customers may terminate an agreement or service at any time (i.e., prior to the expiry of the term) by providing Freshtel Internet Sdn Bhd with thirty (30) days written notice. The thirty (30) days will be calculated from the day on which Freshtel Internet Sdn Bhd receives the termination form.
5. The services will be officially terminated at the end of this notice period.
6. Customer is required to return the Freshtel Internet's asset(s) such as modem, router, etc. after the termination.

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7. Upon termination of the service, Freshtel Internet equipment should be returned in good condition on the last day of service. Failure to do so may result in charges for any loss or damage, and billed to the customer's account:
 - o ONU will incur a charge of RM150,
 - o Router will incur a charge of RM250,
 - o Analog or DECT phone will incur a charge of RM200
8. Customer may return the devices or arrange a courier to send the device to Freshtel Internet Retail store. Our retail store is allocated at
**Lot 11, 2nd Floor Retail,
 Millerz Square @ Old Klang Road,
 No. 357, Jalan Kelang Lama,
 57000 Kuala Lumpur.**
 Customer Support: 03-9078 2963; support@freshtel.my

Upgrade and Downgrade Package

1. Customer is allowed to upgrade the package at any time.
2. Customer only allowed to downgrade the package after the current contract is ended.
3. Upgrade or Downgrade request will be handled in 5 working days after the request has been submitted to Freshtel Internet.
4. Downgrade package only will be executed on the next billing date.
5. Freshtel Internet offers a 7 days trial on upgrading speed and mesh router on selected location. After the 7 days trial, customer has the options to rent the router at RM 20 per unit per month or purchase the router at RM 250 per unit. Price is subject to Sales and Service Tax (SST).

Relocation

1. Relocation entails moving from the current registered unit to another unit within Freshtel Internet's coverage area, whether they are in the same or different buildings/locations.
2. The customer must request one (1) month in advance to Freshtel Internet before moving out from the registered unit. The request will be handled in 7 working day(s).
3. An installation will be arranged for relocation. Customer is required to bring their device(s) to the new location. Installation services will be scheduled for the new unit.
4. A relocation fee of RM80 will be charged for each relocation request. The relocation fee is subject to Sales and Service Tax (SST).

Contract Transfer Ownership

1. Ownership transfer of services or accounts must be requested in email or call. Our Customer service will assist with the process.
2. Both parties, the current owner (transferor) and the intended new owner (transferee) must provide their consent to the ownership transfer. Additional verification or documentation may be required for transfer ownership, such as transferee's copy of identity card (front and back) or passport or SSM*.
 * For commercial applicant only
3. All outstanding invoice(s) associated with the account must be settled before the ownership transfer can be processed.
4. Upon approval of the ownership transfer, all rights, benefits, and responsibilities associated with the account or service will transfer to the new owner (transferee) within 7 working days.
5. Freshtel Internet equipment should be in good condition before the process of transfer ownership happens. Failure to do so may result in charges for any loss or damage, and bill to the existing account:
 - o ONU will incur a charge of RM150,
 - o Router will incur a charge of RM250,
 - o Analog phone will incur a charge of RM200

Freeze account

1. Customer needs to pay RM53.00 (inclusive of SST) as the service charge to activate and deactivate the freeze service. Freshtel Internet will issue an invoice for the service charge and send it to the registered email.
2. The contract of the package subscription will be **extended** once the account is reactive depending on the freezing period.
3. Customer has to request in 2 weeks in advance to Freshtel Internet. The request will be handled in 7 working days after settling all outstanding invoice(s) and the freezing fee (RM 53.00) before the requested freeze service can be processed.
4. Freeze service activation will be conducted once the payment for the service charges is received and verified by the Freshtel Internet.
5. Each account is allowed to request the freeze service once per year and a suspension period from a minimum of one (1) month to a maximum of six (6) months to freeze an active internet service package.
6. The freeze service package will auto-reactivate after the maximum period has lapsed. The internet service will resume at the end of the maximum period, and the subscriber will receive the monthly invoice.
7. Only subscriber can request for Freeze service.
8. Only registered customer's requests will be allowed for re-activation of the account. The request must be submitted via email or call to Freshtel Internet.
9. Customer is responsible for equipment under good condition and be responsible for charges related to broken devices in cases of abuse, accidents, modifications, unauthorized repairs, or other causes not attributed to hardware defects.

Quality of Services

1. Device Provision: Freshtel Internet reserves the right to provide suitable device(s) to support the internet service for customers.
2. Installation Standard: All device(s) and component(s) will be installed according to Freshtel Internet's standard procedures.
3. Customers are not recommended to replace the device(s) provided by Freshtel Internet in order to maximise the performance of the internet service. If a customer insists on switching the device(s) provided by Freshtel Internet, they should do so **AT THEIR OWN RISK**. It's essential to understand that any such changes may impact the performance of the internet service.
4. Responsibility: Freshtel Internet is not responsible for the availability, reliability, or performance of websites or online services hosted by third-party providers. Issues related to the website provider's servers, network, or maintenance activities fall outside Freshtel Internet scope of control.
5. Customer Support: If internet service users encounter difficulties accessing a specific website or online service, Freshtel Internet recommends contacting the website provider directly for assistance. They will be able to address issues related to their service and infrastructure.
6. Notification: While Freshtel Internet strives to inform customers of known issues impacting Freshtel Internet services, Freshtel Internet may not always be aware of problems affecting third-party websites or services. Freshtel Internet encourages customers to report any persistent access issues, and Freshtel Internet will endeavor to provide assistance and investigate connectivity problems from Freshtel Internet end.
7. Limitation of Liability: Freshtel Internet liability for any disruption or inability to access websites or online services provided by third parties is limited to the extent set forth in Freshtel Internet general terms and conditions. Freshtel Internet does not assume responsibility for financial losses, damages, or inconveniences incurred due to access issues with third-party websites or services.
8. Continued Efforts: Freshtel Internet continuously works to ensure that Freshtel Internet network and services provide optimal connectivity and access. Freshtel Internet appreciates your understanding and patience in instances where issues with third-party websites or services impact your experience.
9. Violation of Policy: If internet service users violate this policy, Freshtel Internet reserves the rights to take action, which may include managing customer's bandwidth, suspending, or terminating the service. Freshtel Internet will exercise discretion in determining the appropriate response.
10. Reconnection Fee: Should Freshtel Internet choose to reconnect customer's service, a reconnection fee may apply to reactivate it.
11. Reporting Unacceptable Use: If internet service users encounter any illegal, unlawful, or unacceptable use of our services, please call to 03-9078 2963 or email to support@freshtel.my.
12. User Responsibility and Risk: Users accessing websites via the internet service do so at their own risk.
13. Malicious Software and Cyberattacks: If a user's laptops, personal computers, smartphones, or other access devices become infected with malicious software that allows a third party to launch a distributed denial of service attack or other cyberattacks using the Fibre Internet Service, and if such an attack compromises or affects Freshtel Internet's network, Freshtel Internet will immediately suspend the user's internet service.
14. Mitigating Precautions: Users are responsible for taking reasonable precautions to mitigate against such possibilities. Installing current and updated anti-virus software is essential to prevent such incidents.
15. Liability for Costs and Expenses: If the attack occurs due to the user's failure to take necessary precautions, they may be liable to compensate Freshtel Internet for any costs or expenses incurred.
16. Troubleshooting will be arranged from 9.00am to 4.00pm on Monday to Friday, and 9.00am to 1.00pm on Saturday, depending on the availability of the schedule.

Return Back Guarantee (Grace/Cooling Period)

1. The guarantee programme applies only for individual account's registration. For eligibility criteria, please call 03-9078 2963 or email to support@freshtel.my.
2. The guarantee program is valid within the first 30 calendar days upon installation completion, is not perpetual and is subject to Freshtel Internet's discretion.
3. To enrol the guarantee programme, customer can give a call on 03-9078 2963 or email to support@freshtel.my.
4. There are 2 options under the 30-day Return Back Guarantee, which are:
 - o Opt for downgrade to any active fibre packages;
 - o Opt for contract cancellation which leads to complete service termination.
5. Customer will need to return your devices, such as ONU (Optical Network Unit), and/or Mesh Router provided to customer by Freshtel Internet if customer opt for service termination.
6. Under this program, Freshtel Internet will not refund to customer any monthly access / subscription fee / installation fee of customer's subscription during the first 30 calendar days. Customer must pay for any call charges to mobile and fixed numbers and IDD destinations upon completion of the free minutes allocated to the customer.
7. The programme applies to a maximum of one claim per account.

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General

1. Freshtel Internet is entitled to make any alteration or changes to the service(s) in whole or any part thereof, or withdraw or suspend, disconnect or terminate the service(s) or any part thereof as we deem fit without notice to you and we will not be liable to you or any third party for any loss (including loss of revenue), loss of service(s) or connectivity or inconvenience as a result thereof. Where reasonably practicable, we will endeavour to give you reasonable advance notice of such changes, be it through written notice, electronic mail, our Bill, our website or such other form as we deem appropriate.
2. By providing your details, you are giving Freshtel Internet the approval to manage your personal details in accordance with the Personal Data Protection Act 2010.
3. Freshtel Internet may disclose customer's personal information such as name, contact information, service usage data, and any other relevant information necessary to fulfil the purpose with authorized party(ies) for purposes that include, but are not limited to, enhancing customer experience, conduction research and analysis, and upselling the packages.
4. All authorized party(ies) are required to adhere to Freshtel Internet's data protection policies and are prohibited from using customer's information for purpose other than those specified by Freshtel Internet.
5. By continuing to use Freshtel Internet's services, you consent to the sharing of your information with authorized party(ies) as described in this clause. If customer do not agree with this, please contact customer support to inform not to share the information to the authorized party(ies).