

REDXCHANGE PROGRAM TERMS AND CONDITIONS

redXCHANGE is made available by red ONE Network Sdn Bhd (Reg. No. 200301016674 (619094-D)) (“**redONE**”) and is supported by its third party service providers, Mobieco Wireless Sdn Bhd (“**Mobieco**”) and Asurion Technology Malaysia Sdn Bhd (“**Asurion**”) subject to the prevailing **General Terms** and these terms and conditions (“**Terms**”) provided herein depending on your subscriber status. These **Terms** are in addition to the **General Terms** and both these **Terms** and the **General Terms** are applicable to the relationship between **redONE** and you. In the event of inconsistency between these **Terms** and the **General Terms**, these **Terms** prevail.

You acknowledge that you have read and understood these **Terms**. Your use of redXCHANGE, upon the **Start Date**, constitutes unconditional acceptance on your part to be bound by these **Terms** as may be amended from time to time. You must ensure that you and any person who you allow or authorise to use redXCHANGE complies with these **Terms** and you will be liable for any breach of the **Terms** by you and/or that person.

1. Terms, Acceptance and Interpretation

- 1.1 These **Terms** set out the agreement between you and **redONE** in relation to your purchase and use of the **Service** (the “**Agreement**”).
- 1.2 You acknowledge that you have read and understood these **Terms**. Your use of the **Service** upon the **Start Date** constitutes unconditional acceptance to be bound by these **Terms** as may be amended from time to time.
- 1.3 Words and phrases which appear in bold are defined in the context which they appear or in the definition in clause 14 below.
- 1.4 A reference to “you” and “your” means the customer who seeks to enroll or has enrolled for the **Service**.

2. Service Description and Program

- 2.1 The redXCHANGE program includes the ability to request a **Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**) (the **Program**).
- 2.2 **redONE** reserves the right to suspend, modify or discontinue any part or all of the **Service** or **Program** at any time at its sole discretion.

3. Enrolment

- 3.1 Enrolment criteria – In order to apply for enrolment in the **Service** for an **Eligible Device** you must:
 - (a) be an individual subscriber to the **Program**; and
 - (b) not be in default of any payment obligations in relation to your **Program**.
- 3.2 Time of application – You must make your application at the time you purchase your **Eligible Device**.

3.3 Acceptance and rejection

- (a) Unless **redONE** notifies you by email, telephone or SMS within 7 days of your application that your application is unsuccessful, you will be enrolled in your **Program** with respect to your **Eligible Device** from the date of receipt of the **Eligible Device** (which will be the **Start Date** of the **Services**).
- (b) Your application will be unsuccessful if:
 - (i) any of the eligibility criteria in clause 3.1 is not met;
 - (ii) you have previously been rejected or terminated from the **Service** or a similar service;
or
 - (iii) for any other reason in **redONE's** sole discretion.

3.4 Other conditions

- (a) You can only enroll in the **Service** for one **Eligible Device** per mobile phone number.
- (b) You may apply to register multiple **Eligible Devices** for the **Service** (each with a separate **Agreement** and mobile phone number) but you must pay the applicable **Fees** for each **Eligible Device**.
- (c) Your enrolment in the **Program** will continue while your **Registered Device** remains enrolled in the **Program**.

4. SUBSCRIPTION

You may enroll in the **Service** on a monthly basis (**Subscription**).

5. Fees

5.1 Monthly Fee – If you enroll in the **Service** on a monthly basis:

- (a) You will pay the monthly fee set out in the table below (**Monthly Fee**) based on the **Tier** of your **Registered Device**:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Monthly Fee	RM 5.25	RM 9.50	RM 19.00	RM 21.00	RM 25.25	RM 32.00

- (b) The **Monthly Fee** for the first month of your **Subscription** following the **Start Date** and your last month of your **Subscription** following termination in accordance with clause 9 below will be prorated to the days of actual enrolment.
- (c) You must make an upfront payment of the **Monthly Fee** for the first month upon enrolment.

5.2 Service Fee

For each **Service Request** permitted under these **Terms** you will pay the **Swap Fee** set out in the table below based on the **Tier** of your **Registered Device**:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Swap Fee	RM 100	RM 200	RM 450	RM 600	RM 700	RM 1,000

5.3 Incorrect Device – If you make a **Service Request** but the **Device** claimed to be the **Registered Device** is not the **Registered Device**, your **Service Request** will be rejected.

5.4 SST – The **Fees** in these **Terms** are stated exclusive of SST. If SST is applicable, it will be charged in addition to the stated **Fees**.

6. Service Request

6.1 You may make a **Service Request** by contacting the **Contact Centre**. You cannot make a **Service Request** at a **Retail Store**.

6.2 The **Contact Centre** will only accept your **Service Request** if:

- (a) the **IMEI** of the **Registered Device**, subscriber's name, mobile phone number and **National ID** under which the account is active are correct and correspond with the information you have given to **redONE**;
- (b) you provide any additional information reasonably requested by **redONE** including in the form of a signed confirmation or acknowledgment;
- (c) you are within the **Limit** as set out in clause 6.3 below;
- (d) **redONE** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;
- (e) the **Service Request** is not for a **Device Accessory**;
- (f) the **Registered Device** has not been the subject of **Modification**; and
- (g) **redONE** reasonably believes that you are not using the **Service** in a manner which is, or is reasonably believed to be, fraudulent, illegal or related to any criminal activity; or intended to make a commercial gain.

You may be notified if your **Service Request** is not accepted for any of the above reasons at any time before your **Like Mobile Device** is delivered to you.

6.3 You may make up to two **Service Requests** in any rolling 12-month period (**Limit**) provided you remain enrolled in the **Program**. If you remain enrolled in the **Program** for more than 12 months and have made two **Service Requests** in any rolling 12 months, you can only make another **Service Request** 12 months after the **Shipment Date** of your first **Service Request** in the case of a third **Service Request** or 12 months after the **Shipment Date** of your second **Service Request** in the case of a fourth **Service Request**, as illustrated below:

	Monthly Subscription Service Request Limit
Service Request 1	Anytime
Service Request 2	Anytime
Service Request 3	12 months after Shipment Date of Service Request 1
Service Request 4	12 months after Shipment Date of Service Request 2

6.4 Information - When you make a **Service Request**, you are not required to establish that your **Registered Device** is broken, damaged or that any analogous event has occurred.

6.5 Like Mobile Device

- (a) At the time of the **Service Request**, **redONE** will indicate to you the **Device** it will provide as a **Like Mobile Device**. For the avoidance of doubt, **redONE** will be deemed to have discharged its obligation to provide a **Like Mobile Device** to you if **redONE** offers you a **Like Mobile Device** in accordance with these **Terms**.
- (b) If you do not wish to accept the **Like Mobile Device** offered for any reason (not being colour), **redONE** may (though not legally obliged to do so) in its sole discretion and on a goodwill basis, offer you the option to wait for up to 30 days (**Goodwill Period**) for **redONE** to offer you another **Like Mobile Device** (**Second Like Mobile Device**).
- (c) **redONE** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. If you do not wish to accept the **Second Like Mobile Device** for any reason, **redONE** will have no further obligation in relation to the goodwill offer. Your **Service Request** will be cancelled without further reference to you and **redONE** will not be liable to you for your own decision to decline the **Second Like Mobile Device**.
- (d) If you do not wish to accept the **Like Mobile Device** offered because of the colour when you are offered the same make and model as your **Registered Device**, your **Service Request** will be cancelled without further reference to you and **redONE** will not be liable to you for your own decision to decline the offered **Like Mobile Device**.

7. Swap

- 7.1 Preparation – You must turn off any personal lock security feature before returning your **Registered Device** via the **Courier**.
- 7.2 Title and rights – Title in and any rights to the **Registered Device** shall be transferred to **redXCHANGE Provider** at the time the **Like Mobile Device** is delivered to you. You hereby assign to **redXCHANGE Provider** all associated rights and benefits of any **OEM’s** warranty in the **Registered Device**. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **redXCHANGE Provider**.
- 7.3 Device data – You shall be solely responsible for all data stored in your **Registered Device** and you shall delete all data from the **Registered Device** before its collection by **redXCHANGE Provider**. **redXCHANGE Provider** is not responsible for data you left on the **Registered Device** and will not transfer any such data or information between the **Registered Device** and the **Like Mobile Device**. Such data left on the **Registered Device** or transfer of any data or information off the **Registered**

Device, if done by **redXCHANGE Provider** at your request, will be done entirely at your own risk. In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, you agree not to hold **redXCHANGE Provider** responsible or liable for any such damage to you.

- 7.4 Service Fee – The **Service Fee** will be payable to **Asurion** based on the payment method made available to you at the time.
- 7.5 No representation or warranty – **redONE** makes no representation or warranty that any **Like Mobile Device** will be identical, of the same colour or offer the same functionalities as your **Registered Device**.

8. Delivery

- 8.1 Address in Malaysia – The delivery must be to your registered or billing address in Malaysia. **redXCHANGE Provider** will not deliver a **Like Mobile Device** to a post office box, public transportation station, shopping centre, car park or any other public place. The decision to deliver to any location, including an address that is not your registered or billing address in Malaysia, is in **redXCHANGE Provider**' sole discretion.
- 8.2 Timings – The delivery of a **Like Mobile Device** will be via **Courier** on a **Delivery Day**. Delivery times are set out in the table below subject to any extensions as may be required: (i) for force majeure events; (ii) where the **Courier** delays such delivery; or (iii) where **redXCHANGE Provider** deems it necessary to perform additional verifications relating to your **Service Request**.

Delivery location	Service Request received (Monday – Friday)	Delivery time~
Klang Valley	From 9am – 2pm	Within 6 hours*
	2pm – 6pm	Next day delivery*
Major Cities	From 9am – 2pm	By the next day*
	2pm – 6pm	Within 48 hours*
Other Areas	9am – 6pm	Within 72 hours##*

* For delivery times not falling on a **Delivery Day**, the delivery will occur on the next **Delivery Day**.

On a best efforts basis – the **Contact Centre** will provide the estimated delivery time.

~ Times calculated from the **Acceptance Time**. If clause 6.5(b) applies, the delivery times set out above will not apply to your **Service Request**.

- 8.3 Costs – Deliveries to an address in Malaysia will be made at no charge to you except that any deliveries after two failed attempts to deliver to you, will be subject to a surcharge to be paid by you in advance by **Card**.

- 8.4 The **Like Mobile Device** will not be delivered in original packaging.
- 8.5 Delivery formalities – In order to complete the **Service Request**, the **Courier** delivering the **Like Mobile Device**:
- (a) will ask for and verify the same **National ID** you provided when enrolling for your **Program**;
 - (b) will verify that the **Device** you are presenting is the same as the **Registered Device** (by comparing the make, model and **IMEI** of the **Registered Device** against that of the **Device** you present) and collect the **Registered Device** from you;
 - (c) may inspect the **Registered Device** to see if there is any **Modification**; and
 - (d) will deliver the **Like Mobile Device (Delivered Device)** to you alone (and no proxy will be accepted).
- 8.6 As of the time of delivery, you acknowledge that the **Delivered Device** becomes your **Registered Device**.
- 8.7 Incorrect Device
- (a) If the make, model or **IMEI** of the **Device** you present does not correspond to that of the **Registered Device**, then the **Service Request** will not be completed.
 - (b) If **redXCHANGE Provider** discovers that the **Device** you returned via the **Courier** was not the **Registered Device** at the time the **Service Request** was completed, then you must return the correct **Registered Device** within 7 days of the **Delivery Time** at your own cost. If you fail to do so, **redXCHANGE Provider** will return the **Device** to you at your cost and you must also return to **redXCHANGE Provider** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **Asurion** will refund to you the **Swap Fee** paid following receipt of the **Delivered Device**.
- 8.8 Failure to disable locking – If **redXCHANGE Provider** discovers that you did not turn off the personal lock security feature in the **Device** you returned via the **Courier** in contravention of clause 7.1, **redXCHANGE Provider** will return the **Device** to you at your cost and you must also return to **redXCHANGE Provider** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **Asurion** will refund to you the **Swap Fee** paid following receipt of the **Delivered Device**.
- 8.9 Modified Devices – If **redXCHANGE Provider** discovers that the **Registered Device** you tendered to the **Courier** or returned via the **Courier** has been subject to **Modification**, then **redXCHANGE Provider** will at its sole discretion:
- (a) reject the **Service Request** at the time the **Registered Device** is tendered to the **Courier** and your **Service Request** will be considered cancelled. **Asurion** will refund the **Swap Fee** by the original method of payment; or
 - (b) where returned via the **Courier**, return to you at your cost the **Device**. You must also return to **redXCHANGE Provider** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **Asurion** will refund to you the **Swap Fee** paid following receipt of the **Delivered Device**.
- 8.10 Warranty – You are entitled to a 6-month warranty for each **Like Mobile Device** against manufacturer malfunctions and defects that starts from the date of delivery of **Like Mobile Device**. You may request warranty service for a **Like Mobile Device** by contacting the **Contact Centre**. Your

request for warranty service will be handled in the same way as a **Service Request** except that it will not count towards your **Limit** and the **Service Fee** will not be payable.

8.11 Acknowledgement

- (a) At any time prior to the time of the delivery, **redXCHANGE Provider** may require you to sign an acknowledgment or confirmation form when you make a **Service Request**.
- (b) You acknowledge that:
 - (i) any **Like Mobile Device** provided to you as a result of a **Service Request** is not to be sold, transferred, displayed for sale or hired nor is the **Service** intended to be used for commercial gain;
 - (ii) **redXCHANGE Provider** will:
 - 1. delete all data on the previous **Registered Device** without reference to you; and
 - 2. not return the previous **Registered Device** to you;
 - (iii) you have been provided with the opportunity to inspect the **Delivered Device** as delivered to you by the **Courier**;
 - (iv) the **Delivered Device** is sufficient consideration for you to transfer ownership of the previous **Registered Device** and you have relinquished all rights in the previous **Registered Device**;
 - (v) title in the previous **Registered Device** is transferred to **redXCHANGE Provider** in accordance with clause 7.2; and
 - (vi) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, you have the responsibility of contacting the **Contact Centre** to inform of the replacement **IMEI** number.

9. Term and Termination

- 9.1 **redONE** will supply your **Program** to you from the **Start Date** until it is terminated in accordance with this clause.
- 9.2 Termination by you – you can terminate your **Program** at any time by contacting the **Contact Centre**.
- 9.3 Termination by redONE – **redONE** may immediately terminate your **Program** and this **Agreement** at any time if **redONE** reasonably believes that:
 - (a) you are using the **Service** (whether intentionally or not) in a way that may adversely impact the reputation of **redONE**;
 - (b) you are using the **Service** in a manner which is, or is reasonably believed to be, fraudulent, illegal or related to any criminal activity; or intended to make a commercial gain;
 - (c) you have breached, or are likely to breach, these **Terms** or have engaged in cheating;
 - (d) you are or may become bankrupt or unable to pay your debts as they fall due;

- (e) you have provided **redONE** with incorrect, false or incomplete information;
 - (f) you are likely to create imminent harm or harass or are abusive to any personnel of **redXCHANGE** Provider, or its sub-contractors and agents; or
 - (g) for any other reason at **redONE's** sole discretion.
- 9.4 Automatic – Your **Program** and the **Agreement** will terminate immediately if **redONE** discovers that you have transferred, sold, displayed for sale, or let on hire your **Registered Device**.
- 9.5 Consequences of termination
- (a) No refund – To the extent that **redONE** is not in breach of any of its obligations under these Terms, if your **Subscription** is terminated under clause 9.2, 9.3 or 9.4, you will not be refunded any part of the **Fees** you have paid.
 - (b) No reactivation – If the **Service** has been terminated for a **Registered Device**, the **Service** cannot be reactivated for that **Registered Device**.
 - (c) Prohibition – With respect to a **National ID**, if you have been previously rejected or terminated from the **Service** or a similar service where **Asurion** is the service provider, you will not be eligible to apply for the **Service**.
 - (d) Service Requests – If you have made a **Service Request** which is not fulfilled as at the time of the termination, the **Service Request** may be cancelled.

10. Change of registered device

10.1 Your **Registered Device** may not change except for:

- (a) the change made following a **Swap**; or
- (b) the exchange of your **Registered Device** under an **OEM's** warranty scheme or other applicable scheme for a new **Device** which is identical to your **Registered Device**. You must inform the **Contact Centre** of such change and provide proof of the exchange where necessary for **redONE** to update its records with the **IMEI** of such new **Device**, from which time the new **Device** will become the **Registered Device**.

11. Data privacy

11.1 You confirm that you have read, understood and consent to the **redONE** personal data protection policy and privacy notice which may be found at <https://www.redone.com.my/postpaid/extras/redXCHANGE> or such other link as may be notified by **redONE** from time to time (together, the **PDP Policy**).

11.2 You also agree that by applying for or using the **Service**:

- (a) you are giving consent to **redONE**, **Mobioco** and **Mobioco's** service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2010) **Asurion** to use and/or disclose your personal information collected from you:
 - (i) in accordance with the **PDP Policy**;
 - (ii) for the purposes of:

1. assessing your eligibility to enrol, and continue to be enrolled, for the **Program** or use the **Service**;
2. providing you with the **Service**;
3. generating aggregated and non-personally identifiable data sets;
4. allowing direct and indirect contact with you in connection with the **Service**; and
5. managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes

(the purposes in clause 11.2(a)(ii) collectively, the **Purposes**); or

- (iii) to any relevant governmental and/or regulatory authorities where legally required; and

- (b) you consent to **redXCHANGE Provider** storing or hosting data with **redXCHANGE Provider's** affiliates, partners, subsidiaries and unaffiliated third parties including third-party service providers, whether in Malaysia or other countries, for the **Purposes** or for any other purpose specified in the **PDP Policy**.

11.3 **redONE** is the data user of your personal information at all times and any enquiries on the processing of your personal information will be made in accordance with the **PDP Policy**.

12. Miscellaneous

12.1 Subject to change, withdrawal, termination and suspension – The **Service**, these **Terms** and the **Fees** are subject to change (and in the case of the **Service**, withdrawal), termination or suspension at any time. **redONE** will notify you of the changes through the **Website** and if you continue your **Subscription** after such changes are notified, you will be deemed to have agreed to those changes.

12.2 Service providers, contractors and third parties – **redONE** may mandate a third party to provide the **Service** and collect any **Service Fee** on its behalf, but in any case, your sole recourse will be against **redONE** and not such third party.

12.3 Governing law – This **Agreement** will be governed by and construed in accordance with the laws of Malaysia.

12.4 Entire agreement – You hereby agree and accept that the prevailing **redONE** general terms & conditions available at <https://www.redone.com.my/postpaid/extras/redXCHANGE> or such other link as may be notified to you (**General Terms**) apply. These **Terms** are in addition to the **General Terms** and both these **Terms** and the **General Terms** are applicable to the relationship between **redONE** and you. In the event of inconsistency between these **Terms** and the **General Terms**, these **Terms** prevail.

12.5 General indemnity – In no event will **redXCHANGE Provider** be liable to you or anyone else for any indirect, special, exemplary or consequential damages, or any damage arising out of or in connection with your access, use of, or your inability to access or use the **Service** or the performance or non-performance of the **Service**.

12.6 Limitation of liability – **redXCHANGE Provider's** entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to you will be limited to RM500.

12.7 Promotions – **redONE** may from time to time offer promotions relating to the **Service**. Any such promotion shall be governed by the terms and conditions attached thereto by **redONE**, and by these **Terms** to the extent that the promotion’s terms and conditions are silent. In the event of any conflicts between a promotion’s terms and conditions and these **Terms**, these **Terms** prevail.

13. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Service**, please contact the **Contact Centre** at 1300 13 0111.

14. DEFINITIONS

14.1 **Acceptance Time** means the time when the **Contact Centre** accepts your **Service Request**.

14.2 **Asurion** means Asurion Technology Malaysia Sdn Bhd (Company No. 201301019001 (1048831-V), a service provider appointed by **Mobieco** to provide the **Service**.

14.3 **Contact Centre** means the contact centre at 1300 13 0111 or other means where available for **Service Requests** or general enquiries.

14.4 **Card** means:

- (a) VISA, MasterCard and American Express credit cards; and
- (b) VISA and MasterCard debit cards.

14.5 **Courier** means a person appointed to deliver **Like Mobile Devices** and accept **Registered Devices** and **Service Fees** in accordance with the **Service**.

14.6 **Delivery Day** means:

- (a) for all locations except Kelantan and Terengganu, Monday to Saturday excluding public and state holidays; and
- (b) for Kelantan and Terengganu, Saturday to Thursday excluding public and state holidays.

14.7 **Device** means a mobile cellular device that has a display screen, supports one or more wireless network connectivity options and is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.

14.8 **Device Accessory** means anything that is either provided by the **OEM** with a **Device** or sold separately to be used in conjunction with a **Device**. It includes batteries, SIM cards, memory cards, chargers, ear buds, boxes, cases, cables, styli, mounts and docking stations.

14.9 **Eligible Device** means a **Device** with a valid **IMEI** as determined in **Asurion’s** sole discretion supplied to you:

- (a) as new by **redONE**; or
- (b) by the **OEM** under warranty to replace a defective **Device** and the related **IMEI** details have been recorded by you with the **Contact Centre** to the satisfaction of **redONE** or any of its approved service providers, agents or subcontractors.

14.10 **Fees** means the fees set out in clause 5.

- 14.11 **IMEI** means the international mobile equipment identity number of a **Device**.
- 14.12 **Hardware Modification** means any modification made to a **Device's** hardware not undertaken or authorised by the **OEM**.
- 14.13 **Klang Valley** means Ampang, Bangsar, Bandar Baru Selayang, Bandar Sri Damansara, Bandar Utama, Bangi, Batu Caves, Bukit Damansara, Bukit Kiara, Cheras, Cyberjaya, Damansara Jaya, Damansara Town Centre, Damansara Utama, Gombak, Kajang Town Area, Kepong, Klang, Kota Damansara, Kuala Lumpur, Maluri, Miharja, Petaling Jaya, Port Klang, Puchong, Pudu, Putrajaya, Segambut, Setapak, Sentul, Sri Hartamas, Sri Petaling, Sungai Buloh, Shah Alam, Subang Jaya, Sungai Besi, Taman Melawati, Taman Tun Dr Ismail, USJ and Wangsa Maju.
- 14.14 **Like Mobile Device** means a **Device**, compared to the **Registered Device**, that:
- (a) may be new or refurbished;
 - (b) is of similar kind, quality and functionality (including memory);
 - (c) if it is refurbished, is refurbished by authorized service providers;
 - (d) may be a different make, model or colour;
 - (e) has a different **IMEI**; and
 - (f) does not include any **Device Accessories**.
- 14.15 **Limit** has the meaning given to that term in clause 6.3.
- 14.16 **Major Cities** means Johor Bahru, Melaka, Kuantan, Ipoh, Pulau Pinang, Butterworth, Seremban, Kota Bharu, Kuala Terengganu, Alor Setar, Kangar, Kota Kinabalu and Kuching.
- 14.17 **Mobieco** means Mobieco Wireless Sdn Bhd (Company No. 201201014623 (988140-M)), and includes **Asurion** for the purposes of this **Agreement** and the **Terms**.
- 14.18 **Modification** means **Software Modification** or **Hardware Modification** or both.
- 14.19 **Monthly Fee** has the meaning given to that term in clause 5.1.
- 14.20 **National ID** means a valid identification document issued or accepted for verification of identity in Malaysia.
- 14.21 **OEM** means original manufacturer of a **Device**.
- 14.22 **Other Areas** means Sandakan, Tawau, Labuan, Lahad Datu, Bintulu, Miri, Sibul, Beaufort, Kudat, Keningau, Kota Marudu, Kota Belud, Lawas, Papar, Ranau, Sipitang, Semporna, Tambunan, Tenom, Bau, Betong, Kapit, Limbang, Lundu, Marudi, Mukah, Seri Aman, Serian, Seratok and all other areas not within definitions of **Klang Valley** and **Major Cities**.
- 14.23 **Registered Device** means an **Eligible Device** that **redONE** has registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.
- 14.24 **Retail Store** means any retail store in Malaysia owned or approved by **redONE** to sell **redONE** services.
- 14.25 **Service** means a **Swap**.

14.26 **Service Fee** means the **Swap Fee**.

14.27 **Service Request** means a request for a **Swap** permitted under these **Terms**.

14.28 **Shipment Date** means the date the **Courier** delivers the **Like Mobile Device** to you.

14.29 **Software Modification** means modification made to a **Device's** operating system not undertaken or authorised by the **OEM** and includes "jail-breaking" and "rooting".

14.30 **redONE** means red ONE Network Sdn Bhd (Reg. No. 200301016674 (619094-D)).

14.31 **redXCHANGE Provider** means (i) redONE, (ii) redONE's related and affiliated corporations, (iii) Mobieco and (iv) Asurion.

14.32 **Start Date** has the meaning given to that term in clause 3.3.

14.33 **Swap** has the meaning given to that term in clause 2.1.

14.34 **Swap Fee** means the fee set out in the table in clause 5.2

14.35 **Tier** means the tier outlined for your **Registered Device** as advised in your **Agreement** and the supported **Device** list on the **Website** at the time of your enrolment, based on the recommended retail price of your **Device** (including SST) on the date the Device was launched in Malaysia.

14.36 **Website** means the **redONE** website.