Terms & Conditions for 'Geran Digital PMKS Madani' Campaign

These Terms and Conditions for 'Geran Digital PMKS Madani' Campaign ("Campaign's T&C") must be read together with General "Unifi Biz T&C "Unifi eCommerce Hub T&C", "Kaspersky Small Office Security T&C", "Digital Marketing Solution T&C", "Unifi Mobile T&C, and "FAQ 'Geran Digital PMKS Madani' Campaign" as available in www.unifi.com.my (subject to further changes, at TM's absolute discretion, without prior notice to Customer). In the event of any discrepancies, this Campaign T&C shall prevail over the above mentioned T&C but only to the extent of such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Campaign T&C, from time to time without prior notice to the customer. By participating in the Campaign, Customers are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Campaign, shall be final, binding and conclusive.

This T&C will be divided into the following sections:

- 1.0 The Campaign
- 2.0 Campaign Offering: 'Geran Digital PMKS Madani' ("GDPM")
 - 2.1 Overview of SME Digitalisation Grant ("Grant")
 - 2.2 Package Offering Details (for new Grant Customers)
 - 2.3 Package Offering Details (for existing Grant Customers)
- 3.0 General T&C

1.0 THE CAMPAIGN

- a) The Geran Digital PMKS Madani Campaign ("Campaign") is organized by TM Technology Services Sdn. Bhd ("TM") and this Campaign is targeted to existing Unifi Business customers only ("Customers").
- b) This Campaign shall commence from 2 October 2023 until further notice by TM ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.

This Campaign allow the Customer to enjoy the following offering once they subscribe to the Campaign: :-(hereinafter referred to as "Campaign Offering").

| Category | Campaign Offering: Geran Digital PMKS Madani ("GDPM Offering") | | |
|--------------------|--|--|--|
| Type of customers | New TM business customers (New Installation "NI"); Existing TM business customers ("In-Base") | | |
| Subscription rules | Fixed solution: Customers can choose one selection from category (1) AND one selection from category (2). Or Mobile Solution: Customer can choose to subscribe Uni5G mobile biz postpaid 89 with or without device bundle with Digital Marketing Solution Standalone solution: Customer can subscribe to Digital Marketing Solution or Unifi e-Commerce Hub. | | |
| Category (1): | Unifi Biz | | |
| Internet | Unifi Biz 30 Mbps | | |
| Connectivity | Unifi Biz 100 Mbps | | |
| | Unifi Biz 300 Mbps | | |
| | Unifi Biz 500 Mbps | | |
| | Unifi Biz 800 Mbps | | |
| | Unifi Biz 1Gbps | | |

| | Unifi Biz 2Gbps |
|------------------------|---|
| Category (2): | Digital Solution |
| Solution | Digital Marketing Solution |
| | Unifi eCommerce Hub |
| | Kaspersky Small Office Security |
| | Cari Premium Listing |
| Category (3) Mobile | Uni5G mobile biz postpaid 89 SIM only with Digital Marketing Solution Or |
| | Uni5G mobile biz postpaid 89 with device and Digital Marketing Solution |
| Category (4) | Digital Marketing Solution |
| Standalone | Or |
| Solution | Unifi e-Commerce Hub |
| Grant entitlement | Eligible customers will entitle to claim for grant up to 50% of connectivity and up to 50% of solution from commercial package price; |
| | Not eligible for Unifi Business customer who already subscribe to Grant from previous subscription or with other Telco's although the Grant does not exceed limit; and One time claimable Grant. |

d) Customer can subscribe to the Campaign Offering from the following touchpoints:

| Category | Touchpoints |
|--|--|
| Fixed with Solution | Unifi Store/TMpoint outlet/TM Authorised Dealer** TM Authorised Resellers** TM Biz Rovers sales representative Account Executives (Sales representative) TM Direct Sales (District level sales representative) TM Sales Retention Centre (TMSRC) TM Unifi Centre (TMUC) Call TM 100 Live chat in myUnifi app (digital channel) |
| Mobile with Digital Marketing Solution | Unifi Store/TMpoint outlets TM Authorised Dealers and Resellers TM Sales Representative (Biz Rovers, Account Executives, Direct Sales) |
| Standalone solution | Unifi Store/TMpoint outlet/TM Authorised Dealer** TM Authorised Resellers** TM Biz Rovers sales representative Account Executives (Sales representative) TM Direct Sales (District level sales representative) |
| | Unifi e-Commerce Hub – unifi portal |

- e) Should there be any inquiries, customer can reach out to TM via the medium below:
 - i. myUnifi app (available for Android and iOS)
 - ii. Unifi portal at https://www.Unifi.com.my/business
 - iii. Unifi online community forum at community.Unifi.com.my
 - iv. Email help@tm.com.my

- v. Facebook https://www.facebook.com/weareUnifi/
- vi. Twitter https://twitter.com/helpmeUnifi
- f) The Campaign is subjected to TM infrastructure readiness and port availability at the customer's installation address.
- g) The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information (including picture) within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as TM deems fit. The Privacy Notice TM applies, for further information on the Privacy Notice of TM's group of companies, please visit TM Privacy Notice for details.

2.0 CAMPAIGN OFFERING: GERAN DIGITAL PMKS MADANI

2.1 Campaign Overview

- c) Customers who subscribe to GDPM Offering will be entitled to claim the Grant provided by Government of Malaysia ("GOM") under the Geran Digital PMKS Madani Campaign, via collaboration between TM, Malaysia Digital Economy Corporation ("MDEC"), Malaysian Communications and Multimedia Commission (MCMC) and Bank Simpanan Nasional ("BSN"). The objective of the GDPM is to support GOM's initiative under the Geran Digital PMKS Madani Campaign in accelerating the digital adoption among micro SME, with the offerings consist of solution bundling with connectivity at discounted price under the Grant.
- d) BSN will play the role as validator for the Grant application and upon approval, Customer will be entitled to enjoy monthly discount for the period of twelve (12) months ("Grant Period") for their Campaign Package subscription with TM. For avoidance of doubt, TM may from time to time determine the type and combination of the Campaign Package, as describe in this Campaign terms & conditions.
- e) The Grant is specifically for Micro, Small and Medium Enterprises that intend to implement business digitalisation and automation solution or subscribe to digital services that will enhance their productivity and competitiveness.
- f) The monthly discount offered under the Grant for Customer's Unifi subscription shall be in accordance with the rates/percentage below:

| Bundle to | Element | Monthly Charges to Customer (% from the monthly subscription) | Discount under the Grant (% from the monthly subscription) |
|-----------|-----------------------------|--|---|
| customer | Connectivity + Solutions | 50% | 50% |
| | Solution only | 50% | 50% |

- g) In order to enjoy the discount under the Campaign, Customer must fulfil ALL eligibility criteria as follows:
 - i. Available to SME, Cooperative ("Koperasi") and local SME business authority license with professional bodies certificate (without SSM registration) or any business registered under relevant business registration authorities in Malaysia;
 - ii. The SME is at least 60% owned by Malaysian;
 - iii. The SME/Cooperative has been in operation for at least six (6) months; and

- iv. The SME/Cooperative has minimum average annual sales turnover of RM50,000.
- h) Customers may register for the Campaign with the following supporting documents required to be submitted to TM during the application:

| Type of Customers | Supporting Document |
|----------------------|---|
| New TM business | a) SSM/Business Registration Number (BRN); |
| customers | b) Minimum 6 months operating; |
| | c) RM50,000 annual sales or Bank Statement; |
| | d) Have not applied with other Technology Solution; and |
| | e) Have not applied previous SME Digitalisation Grant from |
| | TM or other Provider. |
| | |
| Existing TM business | a) With SSM/BRN registration; |
| customers | b) Tenure with TM ≥ 6 months; |
| | c) Have not applied with other Technology Solution Provider |
| | (TSP); |
| | d) Has no outstanding with TM; and |
| | e) Have not applied previous SME Digitalisation Grant from |
| | TM or other Provider. |
| | |

i) Upon application of the Grant to TM, the status of the Grant application will be further validated by BSN and the final status results shall be:

| Application Status | Description | Disclaimer |
|-----------------------|--|--|
| Approved | The grant application is approved and Customer will enjoy up to 50% of the grant value | Customer will be notified via EDM or SMS or call by TM on the Grant status. The Customer will enjoy the Grant value which will be reflected against the monthly charges for the Internet Connectivity and Solutions, for the period of the first twelve (12) months of the subscription. On the thirteenth (13) month onwards, the monthly charges for Internet Connectivity the Solutions will automatically revert back to the commercial rate as set by TM. |
| Rejected | The Grant application is rejected due to requirement(s) not met | Customer will be notified via EDM or SMS or call by TM on the Grant status. The Customer will be converted to the commercial package rate as set by TM. TM reserve the right to claim from Customer the subscription in full in the event the Grant application is rejected. |

- j) The Grant will only be awarded to the Customers for twelve (12) months only and the subscription of the package shall be automatically converted to the commercial package rate starting from the thirteenth (13th) month onwards.
- k) For mobile, grant rebate will be granted after approval from BSN for the next 12 months.
- I) However, in the event Customer's subscription to Unifi Biz is suspended for whatever reasons during the Grant Period, Customer will not be entitled to enjoy the discount during the impacted month. The Grant is strictly non-claimable.
- m) Customers shall observe the following rules in applying for the Grant:

| Internet Connectivity Subscription | Applicable Rules for Grant Application |
|---|---|
| Single Internet Connectivity subscription | Only one (1) Grant approval allowed. |
| Multiple Internet Connectivity subscription | Grant approval is only allowed for ONE (1) Internet Connectivity subscription and the remaining lines shall be tied to commercial package offerings. |

| Solution Subscription | Applicable Rules for Grant Application |
|--------------------------------|--|
| Single Solution subscription | Only one (1) Grant approval allowed. |
| Multiple Solution subscription | Grant approval is subject to approval by BSN and the remaining business solution subscription shall be tied to commercial package offerings. |

n) The category of TM services entitled for the Grant are as follow:

| No. | Service Category | Description |
|-----|--|------------------------|
| 1 | Internet connectivity + business solution | Entitled for Grant |
| 2 | Mobile connectivity + Digital Marketing Solution | Entitled for Grant |
| 3 | Solution Stand Alone | Entitled for Grant |
| 4 | Device | Not entitled for Grant |
| 5 | Voice usage | Not entitled for Grant |
| 6 | Upfront payment/Pro-rate | Not entitled for Grant |
| 7 | Service tax | Not entitled for Grant |
| 8 | Other Add On | Not entitled for Grant |

o) Existing TM Customers:

For every successful upgrade of unifi package, Customer is subjected to twelve (12) months Grant Period and a refresh term of the Campaign Package, which will run concurrently with the Grant Period.

| No. | Campaign Package | Contract Term |
|-----|--|--|
| 1 | Internet connectivity (Unifi Biz) + Solution (Digital Marketing Solutions) + Solution (CariCari Premium Listing) | 24 months (Internet Connectivity) 12 months (for each Solution) |
| 2 | Internet connectivity (Unifi Biz) + Solution (Kaspersky Small Office Security ²) + Solution (CariCari Premium Listing) | 24 months (Internet Connectivity) 12 months (for each Solution) |
| 3 | UNI5G Postpaid Biz 89 with Device+ Digital Marketing Solution | 24 months (Internet Connectivity) 12 months (for Solution) |
| 4 | UNI5G Postpaid Biz 89 SIM Only + Digital Marketing Solution | 12 months (for Solution) |

p) Notwithstanding the twelve (12) months Grant Period, Customer is also subjected to respective contract term of the Campaign Package, which will run concurrently with the Grant Period.

| No. | Campaign Package | Contract Term |
|-----|--|---|
| 1 | Internet connectivity (Unifi Biz) + Solution (Digital Marketing Solutions) | 24 months (Internet Connectivity) 12 months (Solution) |
| 2 | Internet connectivity (Unifi Biz) + Solution (cari@Unifi Premium Listing) | 24 months (Internet Connectivity) 12 months (Solution) |
| 3 | Internet connectivity (Unifi Biz) + Solution (Unifi eCommerce Hub) | 24 months (Internet Connectivity) 12 months (Solution) |
| 4 | Internet connectivity (Unifi Biz) + Solution (Unifi Cloud Storage) | 24 months (Internet Connectivity) 12 months (Solution) |
| 5 | Internet connectivity (Unifi Biz) + Solution (Kaspersky Small Office Security ²) | 24 months (Internet Connectivity) 12 months (Solution) |
| 6 | Internet connectivity (Unifi Biz) + Preferred business solution + cari@Unifi Premium Listing | 24 months (Internet Connectivity) 12 months for each Solution |
| 7 | UNI5G Postpaid Biz 89 with Device + Digital Marketing Solution | 24 months (Internet Connectivity) 12 months (for Solution) |
| 8 | UNI5G Postpaid Biz 89 SIM Only + Digital Marketing Solution | 12 months (for Solution) |

q) For standalone solution, Customer is subjected to respective contract term for the solution, which will run concurrently with the Grant Period.

| No. | Campaign Package | Contract Term |
|-----|---|----------------------|
| 1 | Stand alone Solution (Digital Marketing Solution) | 12 months (Solution) |
| 2 | Stand alone Solution (eCommerce Hub) | 12 months (Solution) |

3.0 GENERAL T&C

a) Other Campaign Privileges

Customer is entitled to enjoy the following privileges for their package subscription i.e. Complete Business Solutions in order to meet Customer's business needs:

- i. Marketing and Omnichannel Solutions;
- ii. Financial Solutions;
- iii. Premium Support; and
- iv. Productivity Booster

For more info on the above campaign privileges, kindly visit Unifi Business Club (uBC) portal.

b) Termination

- i. Customer who wish to cancel/terminate their subscription to the package may request for service termination at TMpoint or TM Contact Centre via 100.
- ii. Early termination charges based on the Package fee remaining months (calculated at the price before discount) will be imposed for termination within the contract period.
- iii. If solution is terminated, grant rebate under mobile will be removed.
- iv. Early termination charges shall be described in the following table:

| No. | Category | Contract Term | Early Termination Fee (RM) |
|-----------------------------|--|--|--------------------------------|
| For New Grant Customer | | | |
| 1 | Internet connectivity (Unifi Biz) + Solution (Digital Marketing Solutions) | 24 months (Internet Connectivity) 12 months (Solution) | Package fee X remaining months |
| 2 | Internet connectivity (Unifi Biz) + Solution (cari@Unifi Premium Listing) | 24 months (Internet Connectivity) 12 months (Solution) | Package fee X remaining months |
| 3 | Internet connectivity (Unifi Biz) + Solution (Unifi eCommerce Hub) | 24 months (Internet Connectivity) 12 months (Solution) | Package fee X remaining months |
| 4 | Internet connectivity (Unifi Biz) + Solution (Kaspersky Small Office Security ²) | 24 months (Internet Connectivity) 12 months (Solution) | Package fee X remaining months |
| 5 | Internet connectivity (Unifi Biz) + Preferred business solution + cari@Unifi Premium Listing | 24 months (Internet Connectivity) 12 months (for each Solution) | Package fee X remaining months |
| For Existing Grant Customer | | | |
| 1 | Internet connectivity (Unifi Biz) + Solution (Digital Marketing Solutions) + Solution (CariCari Premium Listing) | 24 months (Internet Connectivity) 12 months (for each Solution) | Package fee X remaining months |
| 2 | Internet connectivity (Unifi Biz) + Solution (Kaspersky Small Office Security ²) + Solution (CariCari Premium Listing) | 24 months (Internet Connectivity) 12 months (for each Solution) | Package fee X remaining months |
| Stand Alone Solution | | | |
| 1 | Stand alone Solution (Digital Marketing Solutions) | 12 months (Solution) | Package fee X remaining months |
| 2 | Stand alone Solution (eCommerce Hub) | 12 months (Solution) | Package fee X remaining months |
| UNI5G Postpaid Biz 89 | | | |
| 1 | Mobile SIM only with Digital Marketing Solution | No Contract (SIM Only) 12 months (Solution) | Package fee X remaining months |
| 2 | Mobile with device with Digital Marketing Solution | 24 months contract (with Device) 12 months (Solution) | Package fee X remaining months |

c) Relocation and Transfer of Ownership

- i. Relocation of address is allowed subject to infra service availability when subscribing to the package. However, if there are changes in terms of infra or technology (FTTH to VDSL), Customer may no longer be able to enjoy the same plan and will required to downgrade within the same family package.
- ii. Transfer of ownership is strictly not allowed within the Grant Period. Such transfer will only be allowed starting from the thirteenth (13th) month onwards, subject to the terms and conditions for transfer of ownership.

d) Governing Law and Jurisdiction

This terms and conditions are governed by the Malaysian law and the courts in Malaysia shall have exclusive jurisdiction over any issues arise pertaining to this Campaign.

e) Confidentiality

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential and TM Privacy Notice shall apply. For more info, please visit <u>TM Privacy Notice</u>.

f) Variation

TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.

g) **Indemnity**

Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the Campaign Package during the subscription.

h) Force Majeure

TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

i) Severability

If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, 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.

j) Prioritization of Documents

In the event there is any inconsistency of the provisions under this terms and conditions, the Existing Package Terms and Conditions and Terms of Use, the following order of precedence shall apply:

- i. This Campaign Terms and Conditions;
- ii. Existing Package Terms and Conditions, namely:
 - Unifi Business T&C
 - Unifi Mobile Postpaid T&C
 - Digital Marketing Solutions T&C
 - CariPremium Listing T&C
 - Kaspersky Small Office Security T&C
 - Unifi eCommerce Hub T&C

As available at Unifi Portal

- iii. Our Terms of Use
- iv. FAQ: Geran Digital PMKS Madani Campaign

[End of Terms and Conditions]