

Thank you for choosing Elite Crew service.

These terms and conditions are incorporated and forms part of Elite Crew ("Service") terms of use, thus binding on you. Kindly read the agreement carefully before subscribing/purchasing the Service. By subscribing/ purchasing the Service, you acknowledge and agree that you have read, understood and agree to be bound by the terms herein. All the terms and conditions stated below will be applicable to all the service(s) subscribed by you the regarding the Elite Crew.

Acceptance of Terms – General

1. The usage of the Service is subject to the terms and conditions herein. By subscribing to this Service, you agree to be bound by all of the terms and conditions and any modifications and amendments that may be inserted without notice by TM at any time and TM's Privacy Notice.
2. All other existing terms and conditions for Unifi shall continue to apply.
3. You agree to use the Service in accordance with our terms and conditions, guidelines, policies, notices, and instructions as prescribed by us relating to this Service.

Terminology

1. "You" shall mean any customers purchasing to Elite Crew service.
2. "TM" shall mean TM Technology Sendirian Berhad
3. "TM Service" shall mean the telecommunications and multimedia services and products provided and made available to you by TM Group.
4. "Service" shall mean paid Wi-Fi consultancy service for Unifi that is beyond TM connectivity activities via Elite Crew team.
5. "Consultation Fee" shall mean the fee chargeable for the consultation service by Elite Crew team upon visit that will be reflected in Unifi monthly bill.
6. "Personnel" shall mean TM's employees, staff or contractors and/or agents that we may assigned to your premise to provide the service to you.
7. "Site Visit" shall mean a visit by TM's Personnel to the customer's registered premise with TM to verify the complaints and provide relevant consultation service.
8. "Premise" shall mean customer's private residential property.
9. "Speed Test" shall mean the measurement of speed between the device and a test server, using customer's internet connection.

Eligibility

1. This Service will only be made eligible if you are an individual, and at the time you submit the request for the Service:-
 - a. You are an existing Unifi customer and already subscribed to Unifi package; and
 - b. You do not have any outstanding amount in your Unifi account.
2. This Service is available for your private residential and business purpose.
3. Upon our Personnel's request, you shall provide us with the relevant information and/or documentation if it is deemed necessary for us to provide you with the Service.
4. TM has the absolute right to decline your request to the Service without providing any reasons.

Services

1. This Service is intended to assess your Wi-Fi signal accessibility, propose Wi-Fi coverage solution, Unifi Smart Home installation, and other service within your premise within internal environment including configuration of Access Point and testing the wireless functionality. There is no assessment made for external environments such as gardens and backyards.
2. This Service is only available for residential and small medium commercial properties.
3. The availability of the Service is at all times subject to the availability of the resources and Personnel at the time of the Service request.
4. Notwithstanding the dependency on unforeseen external factors, each request is limited to one (1) site visit only. You are advised to lodge another report if inspection to another or new site visit is required.
5. As part of the Service, the Personnel may propose additional devices solution at the end of the consultation to resolve your issues which you are responsible to make full payment to the Personnel upon visit or it will be charged into your next Unifi bill.
6. No refunds will be offered if there is a change to the earlier agreed solution regardless of other factors within the premise or outside, or any other change in circumstance.
7. The service only extends to the devices or equipment purchased via Unifi (for example Mesh Wi-Fi 6, Unifi TV Box, Smart Home, Smart devices and others)
8. The proposed solution with additional devices (if any) is subject to your full acceptance to the form.
9. You are required to sign Elite Crew Acknowledgment Form before accepting our Elite Crew services before assessment starts.

Charges

1. Each site visit is subject to RM 120.00 consultation fee upon visit and will be reflected in your next Unifi monthly bill.
2. Any additional device purchase during on-site support will be charged separately and is payable directly to our Personnel upon visit or through your Unifi monthly bills. All payment is strictly via credit card, debit card, online transfer or bill charge.

Accessibility and Premise

1. As part of the Service, you agree to grant us and our Personnel with safe access to your premise and provide a safe and comfortable working space for our personnel.
2. For the purpose of the Service, you are responsible to provide sufficient electrical power on the date/time of the Scheduled Appointment.
3. It is your responsibility at all times to ensure that there is an individual of at least 18 years old is present the entire time that our Personnel visit your premise for the purpose of providing the Service to you.

Personnel

1. By requesting the Service, you hereby given your consent to us and our Personnel to provide the Service to you including but not limited to:-
 - a. Making a scheduled appointment for site visit to your premise;
 - b. Entering your premise and using the facilities relating to the Service where necessary;
 - c. Perform speed test to your Wi-Fi connectivity and overall internet performance;
 - d. Suggesting solutions to your issues including proposing additional device solution to resolve the issues;
 - e. Perform installation and configuration of device and establish connection;
 - f. Testing the solution and provide you with the proper guidelines on the device usage;
 - g. Accepting a direct payment on behalf of TM via credit card, debit card and online transfer for any additional device purchased during the Service; and
 - h. Asking you to sign the Acknowledgment Form prior to the Service.

Final Installation

1. Installation of solution devices will be performed after you have signed the Elite Crew Consultation Form.
2. Our Personnel will install and configure your Wi-Fi Access Point/router and other devices once you agree with the proposed solution.
3. Installation includes the configuration of each Access Point, router or devices and test the proposed solution workability.
4. Once the Wi-Fi Access Point or router has been tested and approved by our Personnel, the service will be deemed completed.
5. Once the installation is completed, the related SSID, wireless Access Key or password will be provided to you along with written instructions on how to connect to the wireless connection and solution.
6. Our Personnel will demonstrate how to connect a single wireless capable device to the wireless network. An additional device to be connected to the wireless network may be connected by our Personnel with additional cost.
7. For avoidance of doubt, any defects and problems with any device or accessories we provide to you caused by you or any third parties acts or omissions after successful installation and configuration of the device shall not be deemed to be resulted directly from our human error within our provision of Service to you.

Warranty

1. All device warranties are subject to the respective manufacturer and product warranty as specified in the product manual or warranty card.
2. You agree and accept that the assessment Report is generated based on the best available information at the time of the site visit, and is not purported to be accurate or error free.
3. You understand that you use the Service and rely on the Report at your sole risk and that your selection and placement of Wi-Fi routers and other devices are made entirely at your own discretion and risk.

4. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, and non-infringement to the fullest extent allowed by law.
5. The warranty period for Elite Crew services is valid for 14 days

Liability and Beyond Scope Works

1. The Personnel is not obliged to comply with your requirement to perform task beyond scope of the Service as stated above.
2. Installation work of telecommunications and electrical internal wiring and cabling are not included in our services.
3. We shall not be liable for any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation in any Equipment, Facilities (including but not limited to your computer and/or its peripherals, television, telephone and any other devices and products) or software howsoever arising, including without limitation, any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation resulting from non-compliance with our prescribed technical requirements;

Cancellation and Termination of Service

1. Without prejudice to the rights of either party, your order for the Service may be cancelled or terminated by us giving you notice of cancellation at any time before the scheduled appointment and by you giving us notice of cancellation at least 3 hours before the scheduled appointment.
2. All charges accrued to us in respect of the Service provided shall immediately become due and payable if you make any cancellation or termination to the Service not in accordance with the manner prescribed in these terms herein.
3. The cancellation of your order for the Service will not affect any accrued and/or existing rights or remedies of either party against the other party.

By purchasing this Service, I acknowledge that it shall be deemed as an unconditional acceptance by the customer of Elite Crew Terms and Conditions and I acknowledge and agree that I have read, understand and agreed to be bound by this Terms and Conditions.

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