

# General Terms & Conditions for Unifi Home

The following products and services are provided by TM Technology Services Sdn Bhd, also known as TM.

The Unifi Service (as hereinafter defined) is provision by TM (as hereinafter defined) based on the following terms and conditions. These terms and conditions are to be read together with the terms and conditions for the Unifi Service attached to the Application Form (as hereinafter defined). In the event of any inconsistency between any of the terms and conditions in the Application Form and these terms and conditions, these terms and conditions will prevail to the extent of any inconsistency. TM reserves the right to update or revise these terms and conditions from time to time and shall publish the latest version online. TM may give notice of such revision to the Customer in any manner that TM deems appropriate. By continuing to access or use of the Unifi Service, Customer (as hereinafter defined) shall signify as acceptance to the latest updated version of the terms and conditions.

## 1. The Unifi Service

- 1.1 Unifi Service is provided by TM consisting of one or more of the following components: HSBB Internet access service (“Internet service”) and Voice over internet (VOIP) service (“Voice service”) with additional services of content streaming (currently known as “UnifiTV”) or mobile service (currently known as “Unifi mobile”) or both, and/or any other TM’s services, at TM’s discretion.
- 1.2 Voice service is the provision of voice service over Internet Protocol (IP). A service number for the Voice services will be assigned to the Customer per Unifi account.
- 1.3 Internet service is provision of internet connection with a high data transfer through fiber. Unifi home is provided with unlimited internet quota usage. Currently, Unifi home fiber packages/plans (except for Unifi basic (where 60GB monthly data capping is imposed) is provided with unlimited internet quota usage. However, such offering may be subject to further changes, at TM’s discretion, without prior notice to the Customer.
- 1.4 “UnifiTV” allows the Customer to receive content through set-top-boxes (STB) or media box for viewing to a television set and/or to other electronic devices such as computers, tablets, mobile devices or any other technological devices capable of receiving visual and audio transmission.
- 1.5 Upon successful activation of the Unifi Service, the Customer may be provided with the necessary TM’s Equipment (based on package subscription) and any add-on value added services with the subscription of Unifi Service.
- 1.6 As the components are a part of the Unifi Services, the Customer is not entitled to any rebates or reduction of subscription fee for the non- usage of any of the components or any add-on value added services that are provided to the Customer with the subscription of the Unifi Service at no charge to the Customer.

## 2. Value Added Services / Add-Ons / Sales Campaign

- 2.1 TM may from time to time offer additional Value Added Services / Add-Ons when Customer subscribes to Unifi Service. Upon subscription, the Customer is also subject to specific terms and conditions for the Value Added Services / Add-Ons. The terms and conditions shall be in addition to this Unifi Service terms and conditions and is available for viewing at [www.unifi.com.my](http://www.unifi.com.my).
- 2.2 TM may from time to time organize sales campaigns for Unifi Service or its Value Added Services / Add-Ons. The sales campaigns will be offered within a specific period and any subscription made during the sales campaign will be subjected to the sales campaigns' terms and conditions in addition to the existing Unifi Service terms and conditions. The sales campaigns terms and conditions will be available for viewing at [www.unifi.com.my](http://www.unifi.com.my).
- 2.3 TM may at any time and for a period to be solely determined by TM, offer any rewards, discounts or other benefits ("Benefits") to the Customer for the subscription of the Service / Value Added Service / Add-Ons / Sales Campaign. Further TM has the right to discontinue or change the Benefits or replace the terms of such Benefits at any time without prior notice.

## 3. Definitions and Interpretation

**"Effective Date"** means the date on which the Unifi Service and User Account are activated for the Customer by TM.

**"Agreement"** means the completed Application Form together with the attached terms and conditions (and any attachment(s), where applicable).

**"Application Form"** means the application form and/or any other form as may be prescribed by TM (whether in digital or physical format) to which these terms and conditions are referred to.

**"Customer(s)"** under this Agreement shall mean a natural person other than a minor and shall include any other person as determined by TM whose application to enter into this Agreement is accepted by TM and shall include his executors, administrators, personal representatives and permitted assign and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

**"Customer's Equipment"** means the equipment referred to in Clause 9 herein or such other equipment belonging to the Customer to be made available by Customer at the Installation Address for the purpose of the provision of the Unifi Service.

**"Fees"** means monthly subscription fee for Unifi Service at the applicable rate indicated in the

Application Form or such rates as may be prescribed by TM from time to time subject to stamp duty and government taxes, if any, chargeable by TM to the Customer for the provision of Unifi Service and all other charges to be paid by the Customer to TM in relation to the provision of the Unifi Service.

**"Force Majeure Events"** means the events as specified in Clause 33 herein.

**"HSBB"** means high speed broadband which provides connection to the internet with speeds ranging from 10Mbps and above when compared to normal broadband (Broadband to the General Population or 'BBGP' which delivers bandwidth through wired and wireless technologies at network speeds ranging between 384kbps up to 8Mbps).

**"Installation Address"** means the address specified by the Customer in the Application Form where the Service will be installed.

**"TM's Equipment"** means any equipment owned by TM and includes such equipment leased to Customer or installed at the Installation Address including but not limited to Broadband Termination Unit (BTU), wireless router, VDSL wireless modem, Optical Network Router or any part thereof and such other equipment or modem provided by TM to enable usage of the Service by the Customer, as may be decided by TM from time to time at its sole discretion. For Services activated before 15 January 2019, Set-Top Box (STB) and Single Line Telephone or Cordless Phone may be regarded as TM's Equipment, subject to the availability of such equipment in the relevant packages.

**"Minimum Subscription Period"** or "MSP" means the minimum period for the subscription of Unifi Service by the Customer as specified in the Application Form or, in the absence of any specified minimum period, a period of twenty-four (24) months from the Effective Date or such other minimum period of subscription as may be determined by TM from time to time.

**"Registration"** means the date on which TM approves the Customer's application for the Unifi Service subject always to the successful activation of the Unifi Service.

**"TM"** means TM TECHNOLOGY SERVICES SDN BHD [Company No. 198401016183 (128740-P)], a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur.

**"User Account"** means an account under the name of the Customer in relation to the Unifi Service subscribed by the Customer.

Words and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires.

Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts. The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

#### **4. Agreement Period**

- 4.1 This Agreement shall be effective from the date on which the Unifi Service is activated by TM ("Effective Date"). TM reserves the right to reject or decline any application or the Registration.
- 4.2 The Unifi Service shall commence from the Effective Date for a minimum of the MSP Period and upon expiry of the Minimum Subscription Period, the Unifi Service and this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party in accordance with the provisions of this Agreement.

#### **5. Minimum Subscription Period (MSP)**

Subscription to the Unifi Service will be for a period of not less than the MSP effective from the Effective Date or in the event of any promotions or sales campaigns offered by TM for the Unifi Service, such other minimum subscription period as may be applicable to the relevant promotions or sales campaigns.

#### **6. Application for the Unifi Service and Documentations for Application, Registration and Installation**

- 6.1 Applicant must be at least 18 years of age at the date of application and has the legal capacity to enter into a legally binding contract. For online application, the Customer is still required to submit the relevant documents stated in Clause 6.3 to TM in a manner and period as advised by TM from time to time.
- 6.2 Upon submission of the Application Form (whether online or physical), the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Unifi Service (including information requested to be submitted with the Customer's Application Form or information upon TM's request) are accurate, true, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes.
- 6.3 The Customer is required to submit/present for verification to TM the original of the following supporting documents for verification by TM's personnel during application (via online or otherwise), registration and installation processes together with the Customer's completed Application Form:
- a. MyKad (Malaysians) or MyKAS/MyPR (permanent resident); or
  - b. Passport (with at least a minimum of 24 months' validity); or
  - c. OKU ID; and/or

- d. letter of confirmation and authorization duly signed by the Customer on the appointment of the Customer's authorized representative to act on the Customer's behalf for the purpose of acceptance of the Unifi Service installation; and/or
- e. such other supporting documents reasonably required by TM which TM shall have the right to retain appropriate number of copies of such supporting documents for order processing and record purposes.

6.4 The letter of confirmation and authorization as mentioned in Clause 6.3(iv) above shall:

- a. be in the form and substance acceptable to TM;
- b. incorporate details of the authorized representative (name and particulars of MyKad/MyKAS/MyPR or passport or OKU ID together with certified true copy thereof); and
- c. attach the authorized representative's specimen signature; and

to be submitted to TM via fax or mail or hand delivered at nearest TMpoint outlet, at least three (3) working days prior to the date of appointment for installation. The Authorized representative of the Customer must be present during installation and is required to furnish to TM's personnel and/or its authorized agents his original MyKad/MyKAS/MyPR or passport or OKU ID for verification. The Customer warrants to TM that the Customer will be fully responsible for any act or decision or confirmation made by the Customer's authorized representative and if so required by TM, shall submit further written or oral confirmation to such effect either by email, fax or telephone or such other medium as may be reasonably determined by TM.

6.5 TM shall be entitled, to reject or suspend the Customer's application or Registration or installation of the Unifi Service if;

- a. the Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services subscribed by Customer; or
- b. the Customer's subscription of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or
- c. the Customer has criminal record or attempt to defraud TM; or
- d. TM is of the reasonable opinion that Customer will use the Unifi Service for any illegal activities; or
- e. upon the Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform his obligations under the terms herein.

However, TM may, at its absolute discretion, consider the Customer's application when all outstanding payment due to TM or its affiliates as mentioned in Clause 6.5(a) above has been fully paid.

- 6.6 Customer agrees that notwithstanding TM's acceptance of Customer's application and/or registration of the Unifi Service, the Customer hereby consents to and allows TM to perform credit or other worthiness check on the Customer or the Installation Address where the Unifi Service will be or has been installed and if, in the reasonable opinion of TM, the Customer may not likely be able to perform his obligations under the terms herein or if the Installation Address may likely or is used for any illegal activities, TM may cancel or suspend or terminate the Customer's subscription or installation.
- 6.7 In order to subscribe and establish connection to the Unifi Service, the Customer may use TM's Equipment provided by TM or its own equipment to be connected to the Customer's telephone line to enable usage of the Unifi Service.
- 6.8 The Unifi Service is available at the Installation Address within the selected areas of HSBB and for residential or a home-based customer only. TM reserves the right to terminate the Unifi Service in the event that the Customer wishes to relocate the Installation Address to any non-HSBB area.
- 6.9 TM shall register the Customer's application upon receipt of all the supporting documents, verification and confirmation of availability of the Unifi Service at the Installation Address as stated in the Customer's Application Form.

## **7. Service Availability**

- 7.1 The availability of the Unifi Service at the Installation Address shall be subject to technical testing by TM. A site survey will be conducted by TM or its appointed contractor at the Installation Address to verify and confirm availability of the Unifi Service at the Installation Address.
- 7.2 In the event that the Unifi Service is available at the Installation Address and if the Customer's application is approved, TM shall fix an appointment for and carry out the installation of the Unifi Service for the Customer in accordance with the Clause 9, unless specified otherwise in this Agreement or the terms and conditions of attached to the Application Form.
- 7.3 The Customer acknowledges and agrees that the installation of the relevant TM's Equipment or other equipment for the Unifi Service will require several constructions works. Any requirement by the Customer for the installation of wiring inside any wall of Installation Address shall be at the Customer's cost and engagement of external contractor for such purpose shall be at the Customer's sole responsibility. TM however may provide Customer with the list of its panel contractors for the Customer's consideration and assessment, at Customer's own risk.
- 7.4 For the avoidance of doubt, TM shall not be responsible or liable for any problem arising between the Customer and TM in its capacity as the telephone line provider (and not attributable to willful default or gross negligence of TM) that may affect the availability of the Unifi Service. The Customer understands that should there be any interruption or termination of the Customer's fixed telephone line account by TM, this will affect the availability of the Unifi Service in which event, TM reserves the right to terminate the Unifi Service accordingly.
- 7.5 The Customer is allowed to subscribe to one (1) Unifi Service per Installation Address up to a maximum of three (3) Unifi Services at three

(3) distinct installations addresses. Any requirement in excess of the number of subscriptions shall be subject to TM's approval at its absolute discretion.

- 7.6 In the event that the Unifi Service is not available at the Installation Address, TM shall notify the Customer and the Customer's application will be kept in TM's record on waiting list basis pending availability of the Unifi Service at the Installation Address. However, TM makes no guarantee or warranty to the Customer that the Unifi Service will become available at the Installation Address and TM shall not be held liable or responsible in the event that TM is unable to provide the Customer with or facilitate availability of the Unifi Service at the Installation Address due to any reason beyond TM's control.

## **8. Online subscription from Unifi.com.my ("Website")**

- 8.1 The Customer undertakes that any representation made via the Website is legitimate and true, TM reserves the right to rely on the representation in order to proceed with the online subscription. TM reserves the right to make further inquiry with the Customer in the event of any uncertainty of the online representation made by the Customer or its authorized representative.
- 8.2 The Customer undertakes and warrants that all documentations presented for the purpose of online subscription are true, accurate, current and complete, understands that the documents shall be kept in TM's record and are admissible in any court of law as conclusive documents.
- 8.3 Customer shall be subjected to Advance Payment (unless otherwise advised by TM) for any online application.
- 8.4 By agreeing to subscribe the Service online, Customer is hereby deemed to agree to this terms and conditions and acknowledge that you have read and agree to TM Privacy Notice.

## **9. Installation & Account Activation**

- 9.1 Unless otherwise arranged by or provided to the Customer, TM and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Unifi Service at the Installation Address, subject to the Customer confirming the readiness and availability of all the following basic equipment required for the Unifi Service:

- a. Four (4) working power sockets
- b. One (1) workable unit of Computer (PC)
- c. One (1) workable unit of Television (TV) (for subscription of Unifi Residential Services only).

If the Customer requires the TV or PC to be at different locations, the Customer shall bear the additional charges associated with such request.

- 9.2 The Customer agrees that TM's Equipment termination point shall be determined at the nearest main location after Fiber/VDSL2 cable point of entrance to the Installation Address. TM shall only install up

to a maximum of 30 meters of fiber cable starting from the external cable entrance to the Installation Address. Connection to Customer's Equipment beyond the standard installation guideline is subject to charge. Please refer to <https://Unifi.com.my/installation/allaboard.pdf> for TM standard installation guidelines.

- 9.3 For Unifi lite, internal wiring will be dependent on the existing infrastructure in the Customer's area, which will be determined by TM upon examining the said infrastructure.
- 9.4 In the event that the Customer is not ready with the basic equipment as required in Clause 9.1 above, TM may allow the Customer to defer the installation date for a period of 21 days. If after such 21 days' period has lapse and the Customer is still not ready with the basic equipment, TM may in its absolute discretion cancel the Customer's Registration for the Unifi Service unless the Customer submits a request in writing to TM within the said 21-day time frame to further defer the installation date for the Unifi Service and TM approves the same. Any such cancellation of the Unifi Service shall be at the Customer's own cost. The Customer may reapply for the Unifi Service subject to availability of the Unifi Service at the relevant point in time.
- 9.5 TM shall endeavor to install the Unifi Service at the Installation Address within 21 days from the date of the Registration. In the event the installation cannot be completed within 21 days' period and not due to the default of TM including but not limited to TM's technical or network issue, the installation of the Service may be cancelled and/or the provisioning of the Unifi Service may be terminated. TM shall not be liable for any cost or loss incurred by the Customer due to the cancellation referred to in this Clause 9.6.
- 9.6 In the event where TM or its authorized contractor is unable to proceed with the installation of the Unifi Service at the Installation Address located within a high rise building due to building management issues including but not limited to the issues of internal wiring of the building or being denied access to the building, Customer shall be responsible to resolve such issues with the building owner or management corporation within 21 days from the date the issues arise. If the Customer fails to resolve the issues or if TM is unable to proceed with the installation of the Service within 21 days' period not due to the fault of TM, TM shall at its absolute discretion be entitled to cancel the installation and/or terminate the provisioning of the Unifi Service.
- 9.7 In the event the Customer is not reachable during the first appointment date for the installation of the Unifi Service, TM shall use all reasonable endeavor to arrange for another appointment date with the Customer. Notwithstanding Clause 9.6 above, upon the expiry of the 8th day after the first appointment date, the installation of the Unifi Service may be cancelled by TM at its absolute discretion if the Customer is still not reachable.
- 9.8 The Customer agrees that TM shall be entitled to suspend or cancel any installation of the Unifi Service at the Installation Address and/or terminate the Customer's application for subscription if in TM's reasonable opinion, the Installation Address is conducting an illegal or suspicious activity(ies) or such premises may potentially be used for any of the aforesaid activity(ies).
- 9.9 As part of TM's compliance to safety regulation by the Department of Occupational Safety and Health Malaysia (Ministry of Human Resource) on the Prevention of Falls at Workplaces (JKKP DP/G127/379/4-



35: MARCH 2007) policy, the Customer has to ensure installation site is free from any danger that may cause hazard to TM. If upon assessment by TM that hazard is present, the Customer is responsible to correct the situation/condition at its own cost. Should the Customer refuse/fail to correct the situation/condition, TM has the right to cancel the installation. If the cancellation/termination is attributed to the Customer, the Customer shall be subjected to relevant charges, cost, penalty or credit limit rules (whichever is applicable) for the Unifi Service.

9.10 TM will not be responsible for any damages due to building's internal wiring by building owner. The Customer shall indemnify TM against any claim by any party including building owner or Management Corporation for any damage not due to the fault or negligence of TM.

9.11 For any request by Customer for any re-wiring or re-installation, TM shall have the right to charge the Customer the sum of RM212.00 for the re-wiring and/or re-installation fee if it does not involve any movement of the BTU or RM318.00 if it involves movement of the BTU or such other reasonable sum as may be determined by TM from time to time.

9.12 With the exception of on-site support visits during the installation warranty period, the Customer shall bear the cost for onsite support visit requested from TM at the rate of RM53.00 per visit or at such other current prescribed rate as shall be reasonably determined by TM from time to time. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay TM.

9.13 Upon successful installation, TM shall provide the Customer with Internet Protocol (IP) address or login name and password, as the case may be.

9.14 The Customer allows TM's Equipment installed at Customer's premise for the purpose of Unifi Service ("the Equipment"), to be used as an access point for public users to access TM's public WiFi service, without any additional charges to TM. Upon completion of the installation of the Equipment, TM will make available the WiFi service to public users using the Equipment. Where applicable, the Customer shall provide all reasonable assistance to TM to enable TM's public WiFi Service to operate using the Equipment. The Customer may request to discontinue the Equipment from being used as an access point for TM's public WiFi, subject to terms and conditions that may be notified by TM from time to time.

## **10. Fees**

10.1 The monthly subscription fee for the Unifi Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by TM from time to time.

10.2 The monthly subscription fee shall be continuously chargeable and payable by the Customer upon connectivity of the Internet access for the Unifi Service to the Customer's Equipment regardless of the usage.

10.3 The charges for the usage of Voice services will be payable by the Customer at TM's pre-determined rates.

- 10.4 The charges for value added services including but not limited to Internet Services or Voice services or Unifi TV or Unifi mobile shall be charged at TM's pre-determined rate or rates.
- 10.5 The fee for the Unifi Service shall be payable in advance from the Effective Date. The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Unifi Service, all charges, fees, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.
- 10.6 In the event of termination of the Unifi Service at any time during the MSP (either at the request of the Customer or otherwise) except where such termination arises from TM's willful default or due to events related to Force Majeure, the charges stated in Clause 22.8 of this Agreement shall be applicable
- 10.7 In the event that the telephone line used as a medium to connect to the Unifi Service is disconnected for any reason whatsoever and not attributable to willful default or gross negligence of TM, the Customer shall continuously be responsible to pay the monthly subscription fee for the Unifi Service.
- 10.8 Where the Customer subscribes the Unifi Service with TM's offer for free subscription fee for a duration of an agreed period but terminates the Unifi Service prior to the expiry of the MSP, the Customer shall be liable to pay TM the fee for the duration of the free subscription period and any outstanding amount thereof will be included in TM's bill.
- 10.9 TM shall have the right to charge the Customer RM26.50 being the processing fee per service number for any request to change the Telephone or Voice Number made by the Customer after service activation.
- 10.10 Any request for transfer of account ownership will be subject to RM10.60 processing fee.
- 10.11 Advance Payment  
For Unifi Service application made without verification through MyKad Reader, an upfront payment of RM100 (for Malaysian citizen) and RM500 (for a customer who is a non-citizen or a permanent resident of Malaysia) is required within ten (10) days from the Effective Date. The amount will be credited into the Customer's Unifi Service account. Depending on the billing cycle, the amount will be reflected in the first or second bill. TM reserves the right to terminate the account in the event of non-payment as per required above.

## **11. Payment, Billing and Credit Limit**

- 11.1 In the event the amount stated in TM's bill or any part thereof remains unpaid after the due date, TM reserves the right to charge the Customer late payment interest on the unpaid sum at the rate of 1% per month calculated from the due date to the date of full payment.
- 11.2 TM will issue bill for the Unifi Service on monthly basis and the billing date will commence from the Effective Date of the Unifi Service.
- 11.3 For the purpose of ensuring that the Customer continuously receives bill for the subscription of the Unifi Service, the Customer shall be fully responsible to ensure the accuracy and validity of the billing address, email address and mobile telephone number as provided in the Application Form. Online bill will be made available to the Customer on monthly basis via Online portal and the Customer agrees to verify bill made

available online from time to time. The Customer may elect to receive printed/paper bill at a fee of RM2.00 per month or such other fee as may be reasonably determined by TM from time to time. The Customer has the obligation to inquire TM in the event that the Customer do not receive the bill within the expected billing period. The Customer hereby acknowledges that the failure by the Customer to check and verify bill via online or the non-receipt of any statement of account, bill, statement or any correspondence in relation to the Unifi Service subscribed shall not be a valid reason for the Customer to withhold or delay payments to TM. The Customer agrees that statement of account as provided in the bill or any other statement of account for the subscription of the Unifi Service issued by TM and the amount stated shall be used as a conclusive evidence in any proceedings between the Customer and TM and shall be final and binding against the Customer save and except for any manifest error.

- 11.4 TM shall investigate any billing dispute upon written submission of billing dispute made by the Customer within thirty (30) days from the date of a bill. Determination by TM of any billing dispute upon any reasonable investigation made and on the basis of reasonably sufficient supporting documents shall be final and conclusive upon the Customer.
- 11.5 Without prejudice to any other rights of TM, the Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Unifi Service and/or place the Customer on TM's blacklist in the event of failure by the Customer to pay any outstanding amount for the Unifi Service. Suspension of the Unifi Service as a result of breach by the Customer or by the Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and the Customer agrees to pay TM the aforesaid payment when it becomes due.
- 11.6 Customer agrees that TM at its discretion may implement credit limit to Customer's usage of the Unifi Service subject to prior notice to the Customer via written notice or email or notification via TM's website. If implemented, the Customer further acknowledges that TM may suspend the Customer's usage of the Unifi Service once the credit usage has reached or exceeds its limit. The Customer further understands that the credit limit as may be imposed by TM may vary with each customer. The prevailing credit limit (if any) shall be specified in the Bill.
- 11.7 The Customer shall be responsible to observe the credit limit as imposed and TM shall not in any way be responsible in ensuring that the Customer's usage of the Unifi Service does not exceed the credit limit.
- 11.8 Notwithstanding the implementation of a credit limit, the Customer acknowledges that TM may, at its absolute discretion suspend the availability of or terminate the Unifi Service in the event of (i) failure by the Customer to pay any outstanding sum for the Unifi Service as and when it falls due or has exceed its credit limit, or (ii) for failure by the Customer to pay any outstanding amount of subscription fee or charges for any of TM's or its affiliates' other services and subscribed by the Customer.
- 11.9 The Customer acknowledges and agrees that in the event the Customer made any over payment for any services provided by TM to the Customer, TM reserve the right to use/offset any such over payment amount including any deposit paid, any proceeds when any bank guarantee is being called upon or,

from any other payments paid by the Customer, to clear (i) any undisputed outstanding fee or charges for the Customer's subscription of Unifi Service or (ii) undisputed outstanding fee or charges under any other account for other service subscribed by the Customer with TM (registered under Customer's name with similar Identification Card Number or Passport Number). In the event where there is no outstanding amount under any account, TM shall refund any over payment made.

- 11.10 TM reserves the absolute right to impose payment or requirement of deposit by way of cash or bank guarantee or such other form as may be acceptable to TM. The Customer agrees that deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from the Customer in the event of termination or suspension of the Unifi Service due to breach by the Customer of the terms and conditions herein or for the purpose of set off for any undisputed outstanding fee or charges under any other account for other service subscribed by the Customer with TM.

## **12. Alteration/Modification**

- 12.1 Any alteration, modification, restoration, investigation, updates, enhancement, upgrades or changes to TM's network, the Unifi Service or Unifi Service configuration, TM's product offerings or to any related equipment owned by TM (due to upgrades to TM's network or enhancement or change of technology, amongst other) will be at TM's sole discretion and TM has no obligation to provide the Customer with notice of such changes or enhancement.

- 12.2 A one-time fee of RM318.000 is payable by the Customer upon any request for relocation of the Unifi Service. In addition, the Customer will bear the charges incurred by TM for any alteration, modification, restoration, or investigation to the Unifi Service or configuration at a rate as specified in the Application Form or any other rate as may be specified by TM from time to time. The Customer is prohibited from relocating the Unifi Service without the prior written approval of TM. A. The Customer shall provide TM with new installation address and billing address (if applicable) and must ensure that TM's Equipment to be relocated is in good order and working condition. TM has the right to terminate the Unifi Service if TM is unable to perform relocation work as requested, for any reason whatsoever in which event, the Customer will return TM's Equipment that comes with the Unifi Service subscription.

## **13. Change of Unifi Service Package Plan/ Add On / Value Added Service**

- 13.1 Subject to Clause 13.2 and 13.3 hereinafter, the Customer may upgrade the Service or subsequently subscribe to any Add On / Value Added Service during or after the Minimum Subscription Period.

- 13.2 Any request by the Customer for upgrades or downgrades of the Customer's Unifi Service package plan / Add On / Value Added Service during or after the Minimum Subscription Period shall be subject to TM's written approval which approval shall not be unreasonably withheld. For any allowable upgrades or downgrades, installation, activation and any other applicable fees (for downgrade only) will be charged to the Customer at a rate specified by TM from time to time.

- 13.3 A new Minimum Subscription Period will be imposed (refresh) upon the Effective Date of such upgrade

or downgrade of Unifi Service's package and/or plan if the new package offers better value.

In the event of any additional Add On or Value Added Service, Customer will be subjected to the specific terms and conditions including but not limited to its Minimum Subscription Period or penalty as advertise by TM from time to time

#### **14. Customer's Responsibilities**

##### **14.1 The Customer shall:**

- a. be responsible for the set-up or configuration of Customer's Equipment for access to the Unifi Service;
- b. ensure his readiness for installation of the Unifi Service on the appointment date in accordance with Clause 9;
- c. comply with all reasonable notices or instructions given by TM from time to time in respect of the use of the Unifi Service;
- d. be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Unifi Service;
- e. comply with the rules of any network to which the Customer has access to the Unifi Service;
- f. comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Unifi Service or otherwise including but not limited to the Communications and Multimedia Act, 1998;
- g. be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Unifi Service;
- h. obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- i. be responsible for ensuring that the Customer's personal computer is equipped with network card;
- j. provide basic infrastructure for installation of the TM's Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the TM's Equipment from TM, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Unifi Service;
- k. be responsible for any change and cost associated to any modification made to the external or internal wiring for connectivity of the Unifi Service. If the Customer attend to any renovation work that obstruct any access to any drop wire termination point, any necessity for the relocation of drop wire termination point as determined by TM shall be at the Customer's cost. Save as aforesaid, any cost associated with relocation of drop wire termination point solely as a result of TM's requirement shall be borne by TM;
- l. pay and settle all Fees and any other charges due to TM in accordance with this Agreement;
- m. abide and adhere to the terms and conditions of this Agreement inclusive of the additional terms and conditions as specified in Schedule 1 hereof and the terms and conditions as specified under

- the Application Form; and
- n. be responsible to maintain in good condition any TM's Equipment. In the event any of the TM's Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the TM's Equipment according to its depreciated value, as reasonably determined by TM.

## **15. Prohibited Use**

### **15.1 The Customer shall:**

- a. not use the Unifi Service for any unlawful purpose including without limitation for any criminal purposes;
- b. not use the Unifi Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- c. not use the Unifi Service to access pornographic, offensive or illegal content or sites;
- d. not compromise or infect any systems with computer viruses or otherwise;
- e. not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- f. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- g. not share the Unifi Service with any person including a company or corporation without the prior written approval of TM and shall use the Unifi Service only for the purpose for which it is subscribed;
- h. not resell or sublet the Unifi Service to any third parties without prior written consent from TM; and,
- i. not use the Unifi Service in any manner, which in the opinion of TM may adversely affect the use of the Unifi Service by other customers or efficiency or security as a whole.

15.2 TM reserves the right to suspend the Customer's access to Unifi Service or to terminate the Unifi Service if the Customer is found to have committed any action that falls within the prohibited use mentioned in this Clause 15 and TM shall not be liable for any cost or loss incurred by the Customer due to such suspension or termination.

## **16. Security and Other Features**

- 16.1 The Customer shall take all such measures as may be necessary to protect his own system and network.
- 16.2 The Customer shall be responsible for the safety, security and maintaining the confidentiality of his passwords and/or user identification, if any, (including without limitation changing his passwords or

user identification from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Unifi Service, the Customer shall use only his user identification. TM disclaims any liability for any unauthorized use by any third party of any password or user identification of the Customer.

- 16.3 The Customer shall report to TM within twenty-four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access to the Unifi Service using the User Account, user identification or password by any third party and TM shall not be held responsible for any prohibited and/or unauthorized use of the Unifi Service as provided in this Agreement.

## **17. TM's Equipment**

17.1 In connection with any TM's Equipment provided by TM for use of the Unifi Service, the Customer shall:

- a. take appropriate measures to safeguard the TM's Equipment;
- b. properly maintain and keep the TM's Equipment at a safe place;
- c. adhere to all instructions and notice (written or otherwise) given by TM from time to time regarding the use of such TM's Equipment;
- d. be responsible for all costs of repairs incurred in relation to the TM's Equipment in the event it is proven that any fault in such TM's Equipment whether by act or omission is caused by the Customer;
- e. return and surrender the TM's Equipment to TM in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Unifi Service;
- f. be liable to pay TM for any TM's Equipment which the Customer fails to return or surrender to TM upon termination of the Unifi Service;
- g. not hold TM liable in the event that the Customer's Equipment and/or other devices is damaged due to, including but not limited to, flood or fire or lightning strike whilst using the TM's Equipment; and
- h. not hold TM liable or responsible in the event that TM are unable to replace or change the TM's Equipment to a similar model or type as the existing TM's Equipment and TM reserves the right to replace the TM's Equipment to any model or type available at the relevant time, at TM's sole discretion.

17.2 In the event of any interruption, loss or unavailability of the Unifi Service and/or any technical faults encountered with TM's Equipment, the Customer may request for technical support and basic troubleshooting of the same from TM. If, during visit to the Installation Address, TM and/or its appointed contractor determines that such interruption, loss or unavailability of the Unifi Service is not attributable to or caused by any fault in TM's Equipment or TM's network, TM reserves the right to

impose reasonable charges at the rate as specified in the Application Form or any other rate as may be prescribed by TM from time to time for the visit to the Installation Address.

- 17.3 Replacement of TM's Equipment may not be provided if the relevant component of Unifi Services, product and/or equipment is discontinued.
- 17.4 For any change of package or plan or services, any replacement of TM's Equipment will only be provided at TM's sole discretion.

## **18. Customer's Equipment Installation**

- 18.1 The Customer shall prepare all applicable Customers' Equipment at the Installation Address in accordance with Clause 9 herein and/or any other specifications TM may provide to the Customer in relation to the Unifi Service. The Customer shall further ensure that the Customer's Equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the Customer's Equipment by TM.
- 18.2 The installation of the configuration and software for the Customer's Equipment can be conducted by the Customer as per TM's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.
- 18.3 TM shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer.
- 18.4 TM and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Unifi Service, or other loss or damage suffered by the Customer which arises from or is caused by the Customer's Equipment, whether connected to TM's Equipment or otherwise.
- 18.5 In the event the Customer request for TM's appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's Equipment and TM's appointed contractor agrees to render such assistance, TM will not be involved or be responsible for any fees or charges for such additional support services which TM's appointed contractor may impose on the Customer. TM shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's Equipment by any appointed contractor.

## **19. Lawful Purpose**

The Customer shall only use the Unifi Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any



connection to such materials.

## **20. Suspension of the Unifi Service**

- 20.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM of any previous breach by the Customer, TM may, without prior notice, suspend the Unifi Service for a period determined by TM in its sole discretion for any reason whatsoever and/or, in the event that:
- a. any Fees and/or payment due hereunder for the Unifi Service provided is not settled in full on due payment date;
  - b. there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
  - c. the Customer fails to comply with the terms of this Agreement;
  - d. the Customer has committed any action that falls within the prohibited use as stated in this Agreement;
  - e. any scheduled or unscheduled outages occur which cause interruption to the Unifi Service, including but not limited to maintenance of TM's Equipment or systems.
- 20.2 In the event of any suspension of the Unifi Service by TM in accordance with Clause 20.1(a) and Clause 20.1(b), TM may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Unifi Service, in which event the Unifi Service and this Agreement shall continue in effect as if the Unifi Service had not been suspended. TM shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM from time to time.
- 20.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM to continuously bill the Customer for the Fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Unifi Service by TM, the Customer will still be liable to pay the Fees for the Unifi Service during the period of suspension. Further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by TM from time to time.

## **21. Change of Customer's Details**

The Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes. Failure by the Customer to notify TM of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.

## 22. Termination

22.1 Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement, in the event:

- a. the other breaches any term, condition, undertaking or warranty under this Agreement and such breach is not remedied for a period of thirty (30) days after receipt of the written request to remedy the same;
- b. the other becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or
- c. allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
- d. any Force Majeure Event occurs, which continues for a period of more than sixty (60) days.

22.2 Without prejudice to any other rights or remedies of TM under this Agreement or at law, TM may terminate this Agreement by giving the Customer fourteen (14) days' notice, in writing:

- a. Where the Customer fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or,
- b. Where the Customer is in breach of any provision under Communications and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above; or
- c. Where TM is of the view that the provisioning of the Unifi Service is no longer viable.

22.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, without prior notice and without penalty, if:

- a. the Customer fails to make payment of any of the Fees, charges and/or any sum due to TM as and when it falls due;
- b. there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
- c. the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the reasonable opinion that such breach cannot be tolerated; and/or,
- d. the Customer provided false or incomplete information to TM.

22.4 Such termination pursuant to this Clause 20, shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages that it has incurred.

22.5 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

## 22.6 Transfer Request

- a. In the event the Customer request for a transfer request to other service provider, such request shall be considered as a request to terminate this Agreement. In such event, all applicable provisions relating to termination shall be applicable to such transfer request.
  - b. TM shall only approve the request from the Customer after the Customer settles all outstanding amount due within 10 days from the date of the request failing which the request will not be approved by TM and the Unifi Service shall continue and the Customer shall continue to pay the fee for the Unifi Service. For the avoidance of doubt, the Customer is still able to enjoy the Unifi Service during the period where the request is being processes by TM and the Customer is responsible to ensure that the fee for such period is fully paid regardless of the usage.
  - c. Clause 22.11 is not applicable to termination following a transfer request by the Customer to other service providers.
- 22.7 Cancellation or termination by the Customer for any reason whatsoever shall only be done by the Customer in person at any TMpoint outlet, Unifi portal (live chat) or TM Contact Centre. For the avoidance of any doubt and following the termination in pursuant to this Clause 22 TM does not provide any guarantee that the same service that was subscribed by the Customer will still be available for subscription after the termination has been effective.
- 22.8 In the event of termination of the Unifi Service at any time during the Minimum Subscription Period, except where such termination arises from TM's willful default or due to Force Majeure Event, the Customer shall be liable to pay to TM, in addition to all outstanding Fees and charges, the fee for the remaining months in the MSP (calculated at the price before discount) as the agreed liquidated damages for the early termination.
- 22.9 Upon termination of the Unifi Service or the Agreement including termination due to transfer request by the Customer to other service providers, all monies owing by the Customer to TM shall immediately become due and payable and the Customer shall upon demand by TM settle all amounts within the time stipulated by such demand.
- 22.10 Any Fee and/or charge paid by the Customer to TM pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer or if the Service is terminated by TM in pursuant to the terms of this Clause 22. TM shall have the right to contra with any of Customer's active account or other service subscription from TM or its subsidiaries or affiliates.
- 22.11 Notwithstanding to Clause 22.10, in the event there is a surplus ("Credit Balance") in the Customer's final account, the Credit Balance shall be refunded via bank transfer subject to submission of Customer's active bank account number and copy of the bank statement to TM. TM reserve the right to perform the necessary verification process with the bank in order prior to the transfer. TM also will not be responsible on any delay or failure to transfer due to Customer's own act, the bank or any other third party other than circumstances that is acknowledged by TM.

- 22.12 However, Clause 22.11 is not applicable if the Credit Balance is lesser than RM10 where the amount will be absorbed as administration fees for the Service and/or other services provided or may be provided by TM or its subsidiaries or affiliates.

### **23. Disclaimer/Limitation of Liability**

- 23.1 The Unifi Service is provided on “best effort” basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy, availability, stability or accessibility of the Unifi Service including access to any online sites or destination or domain and/or the TM’s Equipment for a particular purpose of the Customer. TM also makes no warranty that the Customer’s Equipment will be compatible with TM’s Equipment or Unifi Service. The Customer acknowledges that TM does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the Unifi Service including through Unifi TV. TM does not guarantee nor provide any warranties whatsoever that the Unifi Service including but not limited to the content to be offered in Unifi TV, if made available by TM, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise discretion when using the Unifi Service at all times and TM shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the Unifi Service including the Unifi TV.
- 23.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer’s failure or inability to use the Unifi Service or TM’s Equipment provided by TM hereunder. TM’s liability (if any) is limited to restoring the Unifi Service but subject always to technical limitations or other limitations beyond TM’s control and if necessary, to replace TM’s Equipment or any part thereof if TM determines that the TM’s Equipment is not in working conditions or faulty not due to the Customer’s act or omission.
- 23.3 TM shall not be liable in the event that the Customer’s own equipment and/or other devices are damaged due to Force Majeure Event. TM’s liability (if any) during installation and/or restoration of any reported faulty of the TM’s Equipment shall not cover the wiring or cabling connecting the TM’s Equipment or the Customer’s equipment and the building management corporation or the building owner power house.
- 23.4 TM shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars unless due to gross negligence or willful default of TM.
- 23.5 While every care is taken by TM in the provision of the Unifi Service, TM shall not be liable for any loss of information or data howsoever caused whether as a result of any interruption, suspension, or termination of the Unifi Service or otherwise, or for the contents accuracy or quality of information

available, received or transmitted through the Unifi Service unless due to gross negligence or willful default of TM.

- 23.6 The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Unifi Service, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

## **24. Indemnity**

- 24.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Unifi Service and/or equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.
- 24.2 The Customer understands that the Unifi Service is provided on best effort basis. TM shall use its best endeavors to ensure the continuity, efficiency and stability of the Unifi Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Unifi Service caused unless such default, error, omission or loss is due to the willful neglect or willful fault of TM. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Unifi Service only.
- 24.3 In the event of any loss or damage to TM's Equipment, the Customer will reimburse the cost of the said equipment as agreed liquidated damages as follows:

1. Set-Top-Box (STB) / Media Box RM300.00
2. Broadband Termination Unit (BTU) RM500
3. Residential Gateway (RG) or Premise Gateway (PG) RM188.68
4. Single Line Telephone RM35.00\* or Cordless Phone RM74.00\*
5. Optical Network Router RM188.68

*\*For Services activated before 15 January 2019.*

## **25. Confidential Information**

Save and except with the prior written consent of the other Party or as otherwise expressly permitted under this Agreement, either Party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Unifi Service or discovered by him in the course of the provision and performance of the Unifi Service.

**26. Compliance with applicable laws**

The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Unifi Service or otherwise, including but not limited to Communications and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.

**27. Variation**

TM shall reserve the right to amend the terms and conditions herein contained at any time if amendment is reasonably necessary in the interest of and for ensuring a fair level of availability of the Unifi Service to a majority of TM's subscribers and the Customer shall be bound by the amended terms and conditions. Notice of the amendment may be given by TM to the Customer in such manner as TM deems appropriate.

**28. Severability**

If any provision herein should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

**29. Assignment**

The Customer shall not assign any of his rights interest or obligations under this Agreement to any other person whatsoever except with prior written approval of TM. TM may assign its rights interest or obligations or novate this Agreement or any part thereof to anybody corporate which is a parent company, subsidiary or related company of TM and consent for the abovementioned is hereby given by the Customer.

**30. Binding on Successors**

These terms and conditions shall be binding upon the successors, executors, administrators, personal representatives and permitted assign of the Customer and upon the successors, substitute and/or assigns of TM.

**31. Indulgence and waiver**

- 31.1 No delay or indulgence by TM in enforcing any term or condition of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.
- 31.2 Failure by TM to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

### **32. Notice**

All notices, requests or other communications required or permitted to be given or made shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in the application form for the Unifi Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.

### **33. Force Majeure**

Neither party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God such as inclement weather, lightning or subsidence or any other natural disaster, insurrection of civil disorder, terrorism attack, war or military operations, national or local emergency, declaration of sporadic, endemic, epidemic or pandemic of disease by the authority or other competent authority, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind, electricity or power failure, cable cut, fire, explosion, flood, , acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control. The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days' notice to the other party, in the event that the Force Majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.

### **34. Governing Law and Court Jurisdiction**

This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

### **35. Costs and Taxes**

- 35.1 The Customer shall bear the stamp duty on this Agreement and/or the Application Form, as the case may

be.

- 35.2 Any cost incurred in relation to preparation and legal vetting of this Agreement shall be borne by the Parties respectively.
- 35.3 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Unifi Service by TM. In particular, where Service Tax (“ST”) is applicable to TM as the supplier under this Agreement, TM is entitled to charge the ST payable to the Government on the Service and/or any TM services or equipment supplied to the Customer.
- 35.4 If the fees, charges, damages or any other monies due and owing by the Customer to TM shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM’s solicitors fees and any other fees or expenses reasonably incurred in respect of such collection or as may be determined by the Court of law.

### **36. Customer's Warranties and Acknowledgement**

- 36.1 The Customer hereby warrants that:
- a. he has the legal capacity to enter into this Agreement and is not a minor; and
  - b. if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.
- 36.2 The Customer acknowledges that
- a. he has read and fully understood all the terms and conditions of this Agreement upon the signing or completing of the Application Form in addition to the terms and conditions accompanying the Application Form and agrees to be bound by the same upon TM accepting the application;
  - b. the details and documents provided to TM together with the Application Form are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organization or body;
- 36.3 The Customer further acknowledges that TM reserves the right to reject Customer’s application or require the Customer to furnish further details or documents as TM deems fit.
- 36.4 Customer hereby acknowledges his awareness that any telephone used and equipment associated with the service offering will be powered by electricity. The Customer agrees that any inability or failure to use the telephone or related equipment or the Unifi Service due to failure in the supply of electricity is beyond the reasonable control of TM and shall be at the Customer’s sole risk and TM shall not be liable for any loss or damage in consequence thereof.

### **37. Customer’s Information and Privacy Notice**

The Customer understands that by submitting the Application Form and subscribing to the Unifi Service, the Customer is providing information to TM including where applicable, his personal data. Any personal data provided by the Customer to TM in connection with the Application Form / Unifi



Service shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit <https://unifi.com.my/themes/unifi/pdf/TMPPrivacyNotice2021.pdf> to learn how TM collect, use and share your data. TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data.

*End of Document*