

CAMPAIGN TERMS & CONDITIONS Unifi Ngam Campaign

These Specific Terms and Conditions for **Unifi Ngam Campaign** ("Specific Campaign T&C") shall be read together with the General Terms and Conditions for Unifi Home ("Unifi Home T&C"), 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 Specific Campaign T&C shall prevail over the Unifi Home 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 Specific 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.

1. GENERAL

- a) Unifi Ngam Campaign ("Campaign") is brought to you by TM Technology Services Sdn Bhd. (formerly known as webe Digital Sdn Bhd) ("TM"). The Campaign shall commence from 15 January 2024 until further notice ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- b) The Campaign is offered to new and existing Unifi customer who subscribe to any of the Campaign Package (hereinafter defined) via available TM sales channel through TMpoint, Unifi Store, TM Sales Center, TM Reseller, TM Authorized Dealers, Unifi portal via www.unifi.com.my or via MyUnifi app.
- c) The services under this Campaign is at all times subjected to TM infrastructure readiness and port availability at the customer's installation address.
- d) The Campaign Package (as hereinafter defined) comes with twenty-four (24) months or thirty-six (36) months minimum subscription period ("MSP"), depending on the Campaign Package subscribed. The MSP for this offering will deemed to begin upon successful installation and activation of Unifi Broadband package at Customer's registered address.

2. CAMPAIGN OFFERINGS

- a) The offering under this Campaign, as per below:
 - i. Unifi Home Broadband with Entertainment Plan
 - ii. Unifi Home Broadband with Unifi Mobile Plan; and
 - iii. Broadband Only Plan

(Shall collectively or individually referred to as "Campaign Package")



- b) Unifi Home subscription of 300Mbps package and above will enjoy free 600 minutes of talk time to all mobile and fixed lines nationwide. Any calls beyond 600 minutes, charges will be as per below:
 o Free calls from fixed to fixed; and
 o RM0.10 from fixed to mobile
- c) Unifi 30Mbps plan is not eligible for Smart Device add-on. However, Customer will be entitled to add Smart Device upon upgrade to Unifi 100Mbps plan under this Campaign. The terms and conditions for Smart Device shall apply.
- d) Each Customer is allowed to subscribe maximum of two (2) accounts/lines per NRIC.
- e) The applicable discount offered under the Campaign Package will only be effective once Unifi Home is activated, where the bill may be subject to pro rated charges depending on Customer's billing cycle.
- f) The discount offered under the Campaign will be forfeited if Customer terminate any of the combination of service in the Campaign Package during the MSP. The remaining active service will be subject to prevailing retail price available at the time.

2.1 UNIFI HOME BROADBAND WITH ENTERTAINMENT PLAN

- a) Customer who subscribe to Unifi Home Broadband with Entertainment Plan may choose own preferred Entertainment Pack. Customer may refer to this **link** to know more about the available Entertainment Pack.
- b) The minimum subscription period for Unifi Home Broadband with entertainment plan is twenty four (24) months ("MSP").
- c)
- d)

2.2 UNIFI HOME BROADBAND WITH UNIFI MOBILE PLAN

2.2.1. Unifi Home with Unifi Mobile Plan (FREE 5G Smartphone) bundle

a) Customer who sign up for selected Unifi Home Broadband bundled with UNI5G Postpaid
89 is entitled for One (1) 5G Smartphone. Customers is required to pay the Device Selling
Price and Device Upfront Payment in full during registration.



- b) Existing Unifi Mobile Postpaid Customer may be entitled for device upfront waiver if the existing Customer fulfil the following criteria:
 - i. Length of stay 6 months and above; and
 - ii. Good paymaster for the past 4 months under Unifi Mobile Postpaid.
- c) For Customers who subscribe to the Unifi Home Broadband with Unifi Mobile Plan with free 5G smartphone, Customer is subject to the minimum subscription period of either twenty-four (24) months or thirty-six (36) months, depending on types of the package subscribed.
- d) Customer is advised to complete installation and activate Unifi Home within 30 days from the order was created, is entitled to enjoy the free device offered under this Campaign. The device selling price will be reflected as a payment adjustment in Customer's Unifi Mobile bill on the second month onwards.

2.2.2 Unifi Home with UNI5G 39 Plan

- a) Customer who sign up for Unifi Home 100Mbps with UNI5G Postpaid 39 is entitle for ten (10) months Broadband discount. After the ten (10) months Broadband discount ends, the monthly subscription will revert to the prevailing commercial price offered at that time.
- b) Customer who sign up for Unifi Home 300Mbps with UNI5G Postpaid 39 is entitled for twenty four (24) months Broadband discount and is only applicable for port-in Customer from other mobile provider. After the twenty four (24) months Broadband discount ends, the monthly subscription will revert to the prevailing commercial price offered at that time.
- c) Customer who sign up for Unifi Home 300Mbps with two UNI5G Postpaid 39 is entitled for twelve (12) month Broadband discount. After the twelve (12) months Broadband discount ends, the monthly subscription will revert to the prevailing commercial price offered at that time.
- d) Any subscription of Unifi Home with UNI5G Postpaid 39, Customer is subjected to the minimum subscription period of twenty-four (24) months.
- e) Customer who sign up for UNI5G Postpaid 39 will enjoy 30GB of 4G and 5G data in perpetuity.

2.2.3 Unifi Home with Mobile Postpaid

- a) The offering for Unifi Home Broadband with Mobile Postpaid is offered with any available UNI5G postpaid plan.
- b) Customer who sign up for UNI5G Postpaid plans will enjoy unlimited 4G and 5G data p and RM 10 Broadband discount in perpetuity..



c) Existing Unifi Mobile Postpaid Customer

- i. Existing Unifi Mobile Postpaid Customer is eligible to apply for Broadband with Mobile Plan offering.
- ii. Existing Unifi Mobile Postpaid Customer that wish to retain their current number can request to upgrade to Unifi Mobile Postpaid plan as per Campaign offering to enjoy the benefit of the campaign with the bundle of Unifi Home and Unifi Mobile Plan

d) Existing Unifi Home Customer

i. For existing Unifi Home Customer, their Unifi Home subscription will be recontracted for twenty-four (24) months period upon the subscription and activation of the plan.

2.3 BROADBAND ONLY PLAN

- a) Customer Broadband plan have option to add Mesh Wi-Fi.
- b) Customer will have the option to choose Broadband Only Plan that comes with Netflix subscription plan (without any Unifi TV pack). In addition, 100Mbps customer enjoy additional three (3) months Broadband discount.

3. CAMPAIGN SUBSCRIPTION

- a) This Campaign is open to all Malaysia citizen, foreigners and permanent resident of Malaysia with minimum age of eighteen (18) years old at the time of such subscription.
- b) For any Unifi Home bundle plan application submitted by the Customer without verification of MyKad Reader, an upfront payment of RM100 (for Malaysian citizen) and RM500 (for foreign customer who resides in Malaysia or a permanent resident of Malaysia) will be

imposed and is payable within ten (10) days effective from the Unifi activation date. The upfront payment will be rebate back in customer's second month bill.

- c) Customer who subscribe to any of this Unifi Home bundle plan during the Campaign Period but installation is later than the Campaign Period will still be qualified to enjoy the Campaign discounts and benefits with the condition that the Unifi package installation is complete within fourteen (14) days from the expiry of the Campaign Period.
- d) By subscribing / purchase bundle of Unifi TV Box, Customer hereby agrees that Unifi TV Box will be delivered via TM Unifi installer. More details of Unifi TV Box is available in Unifi TV Box terms and condition.



- e) For Wi-Fi 6 Certified Mesh, the device will be provided based on selected package by TM and will be delivered and installed by TM Installer. TM will provide the after sales support and Customer may contact Unifi Contact Centre (UCC), or visit the nearest TMpoint or Unifi Store for assistance. The Mesh Wi-Fi terms and conditions shall apply.
- f) Any existing subscription to Value Added Services (VAS) will be carried forward when the Customer opt-in to Campaign offering. The VAS is at all times subjected to Terms and Condition of the current existing VAS.
- g) Visual(s) of the Campaign Package shown in any advertisement, promotional publicity and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual item.

4. CHANGE OF PLAN

- a) Any movement to Unifi Home Broadband package with Unifi TV pack, Unifi TV Box and or Mesh Wi-Fi 6 to Unifi Home Broadband package only without Unifi TV pack, Unifi TV Box or Mesh Wi-Fi within the Contract Period is strictly not allowed. By removing Unifi TV Box or Wi-Fi 6 Certified Mesh from the Campaign Package, Customer will be charged with a penalty of remaining months of the Unifi TV pack, Unifi TV Box and downgrade fee for Wi-Fi 6 Certified Mesh.
- b) Upon subscribing to the Unifi plan during this Campaign, any change of plan can only be done under the following situation:
 - i. Any customer who is within the 24 months contract is ONLY allowed to change to higher package / add on additional VAS from the current subscription or upon TM's discretion.
- c) For the plan that comes with Unifi TV pack, Unifi TV Box and Wi-Fi 6 Certified Mesh, any movement only permitted to any other plans that comes together with Unifi TV pack and Wi-Fi 6 Certified Mesh.

5. CHARGES AND BILLING

- a) Customer who subscribe to Unifi Home Broadband with Mobile Plan under this campaign will get two (2) separate bill for the monthly bill cycle:
 - i. Unifi bill consist of the monthly fee of Unifi Home and Unifi TV pack; and
 - ii. Unifi Mobile bill
- b) Customer will need to make separate payments accordingly to their subscriptions and is subject to different credit limit.



- c) TM will automatically update Customer's billing information in terms of package name and price once Customer's new package is being activated and upon successful change of plan.
- d) Upon successful activation of the new Campaign Package, the pro-rate charges from Customer's previous package for existing customers will be reflected in the next billing cycle of the new package.
- e) The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the new package charges.
- f) The waiver is not inclusive of any additional add-ons purchased on top of this Campaign. The payment for any additional add-ons on top of this Campaign will run as usual in Customer's monthly bill.
- g) TM Credit Limit Terms and Condition applies.

6. TERMINATION

- a) Upon subscription to the Campaign Package, Customer must observe and fulfill the Contract Period as mentioned in Clause 1 (e) of this Terms and Conditions herein. However, if the Customer wish to cancel/terminate their subscription to the Campaign Package while still serving the contract, Customer may submit the request for service termination via online medium Unifi portal, Unifi Contact Centre (UCC), with thirty (30) days termination notice upon submission of the termination request. Customer may also walk-in to the nearest TM Point or Unifi Store outlet. Existing Unifi Home General Terms and Conditions shall apply.
- b) In the event of termination of Unifi TV pack in the Broadband with Entertainment Offering, any access to the complimentary streaming app will be revoked.
- c) In the event of termination of any element of the Campaign Package (i.e.: Unifi Home Broadband, Unifi Mobile Postpaid or Unifi TV pack) will result of Unifi Mobile discount, Unifi Home broadband discount and contract renewal.
- d) Early termination charges based on the Campaign Package fee remaining months of Unifi Home Broadband Plan (calculated based on price before discount) will be imposed for termination within the contract period including any add on such as WiFi-6 Certified Mesh Wi-Fi or entertainment pack.

7. RELOCATION AND TRANSFER OF OWNERSHIP

a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign 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.



- b) In the event , where relocation area do not have TM Infra , customer have the option to:
 - o Subscribe to Unifi Air; or
 - o Terminate current service and subject to early termination charges.
- c) Transfer of ownership is allowed, subject to terms and conditions for relocation and transfer of ownership. However, no streaming apps entitlement are transferable to the new owner.

8. VARIATION

a) 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 change, amend, vary, supplement, delete, or modify any of the terms and conditions from time to time without prior notice for the Campaign.

9. CONFIDENTIALITY

 a) Any personal data provided by the Customer to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit <u>TM</u> <u>Privacy Notice</u>

10. GOVERNING LAW AND JURISDICTION

a) The Malaysian law governs these terms and conditions and the courts in Malaysia have exclusive jurisdiction.

11. INDEMNITY

a) 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.

12. FORCE MAJEURE

a) 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

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omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

13. SEVERABILITY

a) 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.

14. MISCELLANOUS

- a) Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for Unifi Home Broadband and General Campaign terms and conditions shall continue to apply.
- b) Further enquiries relating to the Campaign can be channeled to TM Live Chat at https://Unifi.com.my/chat/index.html, tweet us @helpmeUnifi, message us at facebook.com/weareUnifi for assistance or visit any TMPoint outlets or Unifi Store nationwide.

15. PRIORITIZATION OF DOCUMENTS

- a) In the event there is any inconsistency of the provisions under this terms and conditions, Unifi Home terms and conditions, General Campaign terms and conditions and the Terms of Use, the following order of precedence shall apply:
 - i. Unifi Ngam campaign Terms and Conditions;
 - ii. Unifi Home Terms and Conditions;
 - iii. Unifi TV Pack Terms and Conditions;
 - iv. General OTT Terms and Conditions;
 - v. Unifi Play TV app Terms and Conditions;
 - vi. Mesh Wi-Fi Terms and Conditions;
 - vii. General Campaign Terms and Conditions; and
 - viii. Terms of Use

[End of Terms and Conditions]

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