

CAMPAIGN TERMS & CONDITIONS PRIME PROMO CAMPAIGN

These Specific Terms and Conditions for Prime Promo Campaign ("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 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) Prime Promo Campaign ("Campaign") is brought to you by TM Technology Services Sdn Bhd (Company No. 200201003726 (571389-H) ("TM"). The Campaign commences from 1 August 2024 until 31 March 2025 ("Campaign Period"). However, TM may, at its sole and absolute discretion end or extend the Campaign Period without prior notice to Customer.
- b) The Campaign is exclusively offered to new customer who are interested to subscribe to Unifi home broadband ("Customer").
- c) The Campaign comes with Unifi Home 100Mbps Broadband plan, Unifi Home 300Mbps Broadband plan and Unifi Home 500Mbps Broadband plan ("Campaign Package").
- d) The Campaign Package is at all times subject to TM infrastructure readiness and port availability at the customer's installation address.
- e) The Campaign Package comes with a twenty-four (24) month minimum subscription period ("MSP"). The MSP for this offering will begin upon successful installation and activation of the Unifi Broadband package at Customer's registered address.
- f) Upon successful installation and activation of the Campaign Package, Customer is not encouraged to request for downgrade of Campaign Package to other Unifi package within the subscription period (subject to penalty).
- g) Customer can subscribe to the Campaign Package at below touchpoints nationwide during the Campaign Period:
 - i. Unifi Store/TMpoint
 - ii. Reseller
 - iii. TM Authorized Dealer
 - iv. NextSTAR (TM affiliate portal)



- v. Unifi Call Centre (100)
- vi. Digital channel:
 - a. Campaign website
 - b. MyUnifi app or Unifi portal

*Notes: 100Mbps subscription only available via Digital channel.

2. CAMPAIGN OFFERINGS

- a) Under this Campaign, Customer will be entitled to:
 - a Broadband Waiver of three (3) months for Unifi Home 100Mbps Broadband plan, Unifi Home 300Mbps Broadband plan and Unifi Home 500Mbps Broadband plan ("Campaign Offerings").
- b) The Broadband 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 the Customer's monthly bill.
- c) However, the Campaign Offerings shall be subject to further changes, at TM's absolute discretion, without prior notice to Customer.

3. CAMPAIGN SUBSCRIPTION

- a) The Campaign is offered to any new customer that agrees to subscribe to Unifi with a minimum age of eighteen (18) years old at the time of such subscription.
- b) For any Unifi Campaign Package application submitted by the Customer without verification of MyKad Reader, an upfront payment of RM100 (for Malaysian citizen) and RM500 (for a 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 rebated back in the customer's second month bill.
- c) Customer who subscribe to any of this Campaign Offerings 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 completed within fourteen (14) days from the expiry of the Campaign Period.
- d) If customer request to upgrade to higher package plan, change of plan is only doable after waiver period ended.
- e) Any movement to any lower Unifi package within the Contract Period is not allowed and is subject to TM's discretion.

4. CHARGES AND BILLING



- a) Upon successful activation of the Campaign Package, the pro-rate charges will be reflected in the first billing cycle of the package.
- b) 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 the Customer's monthly bill.
- c) TM Credit Limit Terms and Condition applies.

5. 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 wishes to cancel/terminate their subscription to the Campaign Package while still serving the contract, the Customer may submit the request for service termination via online medium Unifi portal, TM 100, Live chat, email and/or any TM social media with thirty (30) days termination notice upon submission of the termination request. Customer may also walk in to the nearest Unifi Store outlet.
- b) Early termination charges based on the Campaign Package fee remaining months of Unifi Home 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 WiFi or entertainment pack.

6. 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 to non-fibre plan.
- 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, all OTTs entitlement (if any) are not transferable to the new owner.

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



8. 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>

9. GOVERNING LAW AND JURISDICTION

a) This terms and conditions are governed by the Malaysian law and the courts in Malaysia have exclusive jurisdiction.

10. 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.

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

12. 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.

13. MISCELLANOUS

- 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://maya.unifi.com.my, tweet us @Unifi, message us at facebook.com/Unifi for assistance or visit any Unifi Store outlets nationwide.



14. 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. Prime Promo 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. General Campaign Terms and Conditions; and
 - vii. Terms of Use

[End of Terms and Conditions]

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