

# 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 Customers). 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 Customers. 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 further notice ("Campaign Period"). However, TM may, at its sole and absolute discretion end or extend the Campaign Period without prior notice to Customers.
- b) The Campaign is exclusively offered to new Unifi Home customer who are interested to subscribe to Unifi home broadband ("Customers").
- 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 offerings under this Campaign is at all times subject to TM infrastructure readiness and port availability at the Customer's installation address.
- e) Customers who are subscribing to any of the Campaign Package (as defined herein) will be required to serve twenty-seven (27) month minimum subscription period ("MSP"). The MSP will begin upon successful installation and activation of the Unifi Broadband package at Customer's registered address.
- f) Customer may 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. <u>Campaign website</u>
    - b. Unifi UniVerse app



#### 2. CAMPAIGN PACKAGE

a) Under this Campaign, Customers may subscribe to any of the following package:

Plan Name	Unifi Home 100Mbps	Unifi Home 300Mbps	Unifi Home 500Mbps
	Prime Promo	Prime Promo	Prime Promo
Price	RM89	RM129	RM149
Contract	24 months + 3 months		
Special Offer	FREE 3 months subscription ("Waiver")		
Voice	FREE 600 minutes to fixed & mobile		
	Beyond Call Rates:   TM Fixed Line : FREE		
	• Fixed Line : 10 sen /min		

## The above table shall be referred to as ("Campaign Package").

- b) The Waiver will be calculated from the service activation date.
- c) The Waiver is not inclusive of any additional add-ons purchased on top of this Campaign.
- d) The Campaign Package shall be subject to further changes, at TM's absolute discretion, without prior notice to Customer.

#### 3. CAMPAIGN PACKAGE SUBSCRIPTION

- a) Customers must be at a minimum age of eighteen (18) years old at the time of subscription of the Campaign Package.
- b) Customers who subscribe to the Campaign Package during the Campaign Period but installation is later than the Campaign Period will still be qualified to enjoy the benefits under this Campaign provided that the installation is completed within fourteen (14) days from the expiry of the Campaign Period.
- c) Any request from Customers to upgrade the speed of their Unifi Home Broadband can only be done after the free three (3) months waiver period ended.
- d) Any movement to any lower Unifi package within the MSP is not allowed and Customers may be subjected to applicable fees at TM's discretion.

# 3.1 Advance Payment

a) For Unifi Services application made without verification through MyKad Reader (including online application), an advance payment of RM100 is required for Malaysian citizen and



will be imposed and payable within fourteen (14) days from the Unifi service activation date.

b) The advance payment will be credited in Customer's Unifi Service account in the first or second bill depending on the billing cycle. TM reserve the right to terminate the Unifi Service account in the event of non-payment as required above.

#### 3.2 Deposit

- a) For Customer who is a non-citizen or permanent resident of Malaysia, a deposit of RM500 is required and must be paid during registration of Unifi account.
- b) TM reserves the absolute right to impose payment or requirement or deposit by way of cash or bank guarantee or such other form of payment as may be acceptable by TM.
- c) The Customers agrees that deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from the Customers in the event of termination or suspension of the Unifi Service due to breach of 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 Customers with TM.

#### 4. CHARGES AND BILLING

- a) Upon successful activation of the Campaign Package, the pro-rate charges will be reflected in the Customer's first billing cycle.
- b) For clarity, the Waiver is applicable to Unifi Home broadband only and the payment for any add-on purchased on top of this Campaign will be charged 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, Customers must observe and fulfill the MSP 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 MSP, 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 penalty (ETP) based on the Campaign Package fee remaining months of Unifi Home Plan will be imposed for termination within the MSP including any applicable add-on.



## **ETP Home Broadband**

Remaining Contract Period Month x Current Unifi Home Monthly Subscription Plan

#### 6. RELOCATION AND TRANSFER OF OWNERSHIP

- a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign Package.
- b) In the event where relocation area do not have TM Infra, customer have the option to:
  - o Subscribe to Unifi Air with fresh contract; or
  - Terminate current service and subject to early termination charges if still within MSP.
- c) Transfer of ownership of the Unifi account is allowed, subject to terms and conditions for relocation and transfer of ownership.

# 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 Customers 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, Customers 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

- 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 <a href="https://maya.unifi.com.my">https://maya.unifi.com.my</a>, 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. General Terms & Conditions for Unifi Home; and
  - iii. General Campaign Terms and Conditions.

[End of Terms and Conditions]

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