

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 23 June 2023 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) This Campaign offers the Customer with free speed upgrade up to twelve (12) months period while retaining the same monthly commitment for the Unifi Home subscribed. Customer is also eligible for Unifi Home and Unifi Mobile discount perpetuity based on selected plan.
- c) The Campaign is specially 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**.
- d) The Campaign Package is at all times subjected to TM infrastructure readiness and port availability at the customer's installation address.
- e) The Campaign Package comes with twenty-four (24) months minimum subscription period ("MSP"). 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 Unifi TV Plan
 - ii. Unifi Home Broadband with Unifi Mobile Plan;
 - iii. All-in-One Plan; and
 - iv. Broadband Only Plan

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



- b) Under this Campaign, Customer will be entitled for:-
 - FREE speed upgrade: Faster internet speed while retaining the same monthly commitment fee for six (6) months for new customers and up to twelve (12) months for existing customers depending on the campaign's package subscription;
 - ii. Lifetime discounts for Unifi Home Broadband and Unifi Mobile bundle subscription, depending on package;
 - iii. New customer can cancel anytime within the 30 days FREE trial for Unifi Home plans subscriptions
 - iv. Unifi Home subscription 100Mbps and above will enjoy 600 minutes of talk time to all mobile and fixed lines nationwide. 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) Existing 30Mbps customer will be entitled for one month Unifi TV pack waiver upon successful change of plan to Campaign Package Broadband with Entertainment or All-In-One plan.
- d) Customer will enjoy the Campaign Offerings in perpetuity throughout the subscription of the Campaign Package.
- e) The thirty (30) days free trial 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.
- f) Subscription of Unifi 30Mbps plan is not eligible for Smart Device add-on. However, Customer will be entitled to add-on Smart Device upon upgrade to Unifi 100Mbps plan under this Campaign. The terms and conditions for Smart Device shall apply.

2.1 Unifi Home Broadband with Entertainment Plan

- a) Unifi Home Broadband with Entertainment Plan is offered for Unifi Home bundle under this campaign offering.
- b) Customer who subscribe to Unifi Home Broadband with Entertainment Plan opt for may choose their preferred Entertainment Pack. Customer may refer to this <u>link</u> to know more about the available Entertainment Pack.
- c) Customer will enjoy the promotional price of Unifi Home Broadband with Unifi TV Ultimate Plus or Max for lifetime with access to Netflix, Disney+ Hotstar and 70+ premium channel at no extra cost.



2.2 Unifi Home Broadband with Unifi Mobile Plan

- a) The offering for Unifi Home Broadband with Unifi Mobile Plan is bundled with UNI5G Postpaid 65 or UNI5G Postpaid 89 plan.
- b) Customer who sign up for UNI5G Postpaid 65 will enjoy unlimited 4G and 5G data for 12 months and RM 10 Mobile discount in perpetuity. UNI5G Postpaid 89 is not entitled for Mobile discount.
- c) Unlimited 4G + 5G Data pass will be granted to customer's account within 21 days after activation.

d) 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

e) Existing Unifi Home Customer

- Existing Unifi Home Customer who subscribe to Unifi Home Broadband with Unifi Mobile Plan shall enjoy the Free Speed upgrade upon successful change of plan to offering under this Campaign.
- ii. 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 All-In-One Plan

- a) The All-In-one Plan offers the Customer with complete connectivity, entertainment and mobile solution, which consist of Unifi Home, Unifi Mobile Postpaid plan and Unifi TV pack.
- b) New Customers will enjoy six (6) months free speed upgrade for Unifi Home as long as customer maintain the Campaign Package subscription and twelve (12) months for existing customers.
- c) If Customer no longer subscribe to the Campaign Package, the free speed upgrade and unifi Home discount will be forfeited. Customer's contract will be refreshed over twenty-four (24) months upon successful change of plan.
- d) The registration of Unifi Mobile Postpaid and Unifi Home must be under the same account holder (i.e: same NRIC, Army ID, Police ID, Passport) to continuously enjoy the benefits of the free speed upgrade for Unifi Home.



e) Customer will enjoy the Unifi Mobile Postpaid based on campaign offering. The Unifi Mobile Postpaid must be activated within thirty (30) days. Failure to do so will result in the change of plan to Broadband with Entertainment plan.

f) Existing Unifi Mobile Postpaid Customer

- i. Existing Unifi Mobile Postpaid Customer is eligible to apply for All-in-One Plan.
- ii. Existing Unifi Mobile Postpaid Customer that wish to retain their current number can request to upgrade to selected Unifi Mobile Postpaid plan as per campaign offering to enjoy the benefit of this Campaign.
- iii. Existing Unifi Home Custom Customer that sign up for for UNI5G Postpaid 65 will enjoy unlimited 4G and 5G data for 12 months and RM10 mobile discount in perpetuity. UNI5G Postpaid 89 is not entitled for Mobile discount.

g) Existing Unifi Home Customer

- Existing Unifi Home Customer who subscribe to All-in-One Plan shall enjoy the Free Speed upgrade upon successful change of plan to Campaign package.
- ii. 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 All-In-One Plan.
- iii. Existing Unifi Home Customer who subscribe to All-in-One Plan will not get a new Unifi Plus Box for the subscription of the All-In-One Plan.
- iv. Existing Unifi Home Customer who subscribed to Unifi Home package bundled with Mesh Wi-Fi Deco M4 or M9 and move to All-in-One Plan bundled with Wi-Fi 6 Certified Mesh will be given new Wi-Fi 6 Certified Mesh. The existing Mesh Wi-Fi Deco M4 or M9 device will remain with the Customer.
- v. Unifi Home Customer with additional purchase of Unifi Plus Box device and Mesh Wi-Fi device ("Value Added Services") to their existing Unifi Home subscription who upgrade to All-in-One Plan which comes with Unifi Plus Box device and/or Mesh Wi-Fi, will remain as additional purchase under the All-in-One Plan. Customer will be given the new device(s) under the All-in-One Plan but the payment obligation for the Value Added Services will remain as per usual.
- vi. In the event the Customer terminate their Unifi Home, Customer will not be entitled to their previous package prior to All-in-One Package and the price will be subjected to the current commercial rate available at the time of such request.



h) For further information and details of the Campaign Package, please refer to https://unifi.com.my/ngam

2.4 Broadband Only Plan

- a) Under this Campaign, Customer will be entitled for **Broadband Only plan** with 30 days FREE trial and free speed upgrade for six (6) months.
- b) Customer Broadband plan have option to add Mesh WiFi.
- c) Customer will have the option to choose Broadband Only Plan that comes with Netflix subscription plan (without any Unifi TV pack).

3. FREE SPEED UPGRADE

- a) Speed upgrade entitlement is only for six (6) months for new customer and twelve (12) months for existing customer ("speed upgrade period").
- b) Customer will receive a notification via SMS and/or myUnifi app prior to the end of free speed upgrade period. If customer wish to continue after the free trial period has ended, customer may choose to maintain the speed and the account will be automatically charged with the new monthly fee for the consecutive months.
- c) Customer must ensure that the details submitted for the registration of interest in microsite are final and accurate for TM to process the application. TM will not entertain any request for amendment upon order submission.
- d) However, the speed upgrade is subject to further changes, at TM's absolute discretion, without prior notice to Customer.
- e) Customer's Contract will refresh upon successful upgrade and activation of the new speed under this Campaign. This is not applicable to the Customers who decide to remain their current Unifi subscription after the end of speed upgrade period.
- f) If the Customer fail to provide their respond before the end of speed upgrade period, Customer is not entitled to subscribe to the plan offering under this Campaign and may subscribe to the latest Unifi Home plan offering (subject to twenty-four (24) months Contract refresh).

4. 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 Plus Box, Customer hereby agrees that Unifi Plus Box will be delivered via TM Unifi installer. More details of Unifi Plus Box is available in Unifi Plus 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.

5. CHANGE OF PLAN

- a) Any movement to Unifi Home Broadband package with Unifi TV pack, Unifi Plus Box and or Mesh Wi-Fi 6 to Unifi Home Broadband package only without Unifi TV pack, Unifi Plus Box or Mesh Wi-Fi within the Contract Period is strictly not allowed. By removing Unifi Plus 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 Plus 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:
 - For the plan that comes with Unifi TV pack, Unifi Plus 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; and
 - ii. Change of plan to the same family package is only allowed after the thirty (30) days free trial period and one (1) month Unifi TV pack waiver ended.



6. CHARGES AND BILLING

- a) Customer who subscribe to Unifi Home Broadband with Mobile Plan and All-in-One 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) Customer who choose to remain the upgrade speed after free speed upgrade period will be charged prorated subscription fee for the new package subscribed in next billing cycle.
- g) Customers who choose to revert to the initial subscribed speed plan will not be charged any additional fees (subject to pro-rated charges if any).
- h) 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.
- i) TM Credit Limit Terms and Condition applies.

7. 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 removal of the free speed upgrade , Unifi Mobile discount , Unifi Home broadband discount and contract renewal.
- d) For the purpose of termination within the thirty (30) days free trial of this Campaign, Customer shall return all devices according to the Customer's subscription including the modem, Broadband Termination Unit (BTU), Wi-Fi Router (RG) and Wi-Fi 6 Certified Mesh or Unifi Plus Box (uPB) to the nearest TMpoint or Unifi Store All equipment must be returned in a good condition together with the box, cable and other accessories received during installation. Any failure in doing the above will be chargeable with RM500 as penalty.
- e) All equipment upon installation should be return only within thirty (30) days free trial termination. If Unifi account terminated after thirty (30) days free trial, the equipment belongs to Customer except for BTU.
- f) The checklist for the purpose of equipment return is as follows:-

WiFi Router (RG)
Modem (BTU)

If applicable:
Wi-Fi 6 Certified MESH – 1 unit

Unifi Plus Box (black color)- 1 unit
Packaging- 1 unit
Remote control – 1 unit
AAA Batteries -2 units
Power Adapter – 1 unit
Audio/Video Cable – 1 unit
Ethernet Cable – 1 unit
HDMI cable – 1 unit

g) 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 WiFi or entertainment pack.

8. 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:
 - 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 streaming apps entitlement are not transferable to the new owner.

9. 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.

10. 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>

11. GOVERNING LAW AND JURISDICTION

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

12. 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.

13. 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.



14. 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.

15. 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.

16. 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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