

SMART HOME

SPECIFIC TERMS AND CONDITIONS

These terms and conditions for Smart Home (“Campaign”) shall be read together with the Terms and Conditions Unifi Home Campaign (“Campaign T&C”), and General Terms and Conditions for Unifi Home (“Unifi Home T&C”). By subscribing to this 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 Tech in relation to every aspect of the Campaign shall be final, binding and conclusive. All of the terms and conditions stated below will be applicable to all the Unifi service(s) subscribed by you in regards to the Campaign.

1. GENERAL

- 1.1. This Campaign is brought to you by TM Technology Services Sdn Bhd (“TM”). The Campaign shall commence from 18 October 2023 and shall continue until further notice (“Campaign Period”). TM may, at its sole and absolute discretion ends or extends the offering Period without prior notice to the Customer.
- 1.2. This Campaign exclusively offered to the existing TM customer(s) who subscribed to Unifi Home package and wish to add-on the Campaign offerings on top of their Unifi Home monthly package subscription, except for the following:
 - a) Existing customers who subscribe to Unifi Lite (Streamyx) and/or Unifi Home package with the speed less than 30Mbps; and/or
 - b) Non-Malaysian Customers (including permanent residents or expatriates who are currently living in Malaysia).
- 1.3. The existing customers must observe the following requirements in order to be eligible to subscribe to this Campaign:
 - a) Malaysian citizen;
 - b) Minimum six (6) months tenure of Unifi Home subscription;
 - c) Good payment record with Unifi.

(Collectively or individually referred to as “Customer”).
- 1.4. The Campaign subscription is subjected to twenty-four (24) months contract period on the devices. For ala-carte devices, the contract is not applicable.
- 1.5. The twenty-four (24) months contract period for the Campaign and Unifi Home package subscription shall run separately.
- 1.6. This Campaign can be subscribed via TM sales channel at TMPoint and Unifi Store, Digital (Online), TMSales, and Retention during the Offering Period.
- 1.7. The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as TM deems fit. The TM Privacy Notice applies, for further information on the Privacy Notice of TM's group of companies, please visit [Privacy Notice](#) for details.

- 1.8. Further enquiries relating to the Campaign can be channelled to TM Live Chat at Unifi.com.my/chat, visit any TMpoint or Unifi Store outlets nationwide, tweet us @helpmeUnifi or message us at facebook.com/weareUnifi for assistance.
- 1.9. All other existing terms and conditions for Unifi Home Broadband and General Campaign terms and conditions shall continue to apply.

2. CAMPAIGN OFFERINGS

- 2.1. Aside from keeping up with Customer's internet needs, this Campaign aims to provide the Customers with lifestyle convergence offerings with an affordable and flexible plan to own the devices under the Campaign.
- 2.2. The devices available under the Campaign (package or ala-carte subscription) are as per the following table:

Smart Home Pack:

Smart Home Packs	Warranty	Charges for 24 months*
Smart Home Starter Pack <ul style="list-style-type: none"> ▪ TP-Link Smart Hub with Chime ▪ TP-Link Smart Door/ Window Sensor x2 ▪ TP-Link Smart Motion Sensor ▪ TP-Link Home Security Wi-Fi Camera Starter 	24 months	RM16.00/month
Smart Home Premium Pack <ul style="list-style-type: none"> ▪ TP-Link Smart Hub with Chime ▪ TP-Link Smart Door/ Window Sensor x2 ▪ TP-Link Smart Motion Sensor ▪ TP-Link AI Home Security Wi-Fi Camera Premium ▪ TP-Link Outdoor Security Wi-Fi Camera ▪ Xiaomi Smart Speaker IR Control 	24 months (Except for Smart Speaker, 12 months warranty period)	RM37.50/month

**Note: Smart Home Pack is only available for monthly subscription. One-time charges is not allowed*

Ala-carte devices:

Ala-carte devices	Warranty	One-Time Charge
TP-Link Smart Hub with Chime	24 months	RM79.00/device
TP-Link Smart Door/ Window Sensor		RM59.00/device
TP-Link Smart Motion Sensor		RM69.00/device
TP-Link Home Security Wi-Fi Camera Starter		RM115.00/device
TP-Link AI Home Security Wi-Fi Camera Premium		RM199.00/device

TP-Link Outdoor Security Wi-Fi Camera		RM229.00/device
Xiaomi Smart Speaker IR Control	12 months	RM199.00/device

- 2.3. The monthly payment or the one-time charges for the Campaign subscription will be reflected in Unifi Home bill within fourteen (14) days after successful activation and order processing for the Campaign.
- 2.4. For the avoidance of doubt, during the contract period, TM shall own the device. Customer will only obtain the ownership of the device upon full payment of the device at the of the twenty-four (24) months contract period. For ala-carte device subscription, Customer will own the device upon the full payment of the device.
- 2.5. Customer may only subscribe up to maximum of five (5) devices under this Campaign for each Unifi Home subscription.
- 2.6. TM reserves the absolute right to determine the model, brand, colour and specifications of the device offered under this Campaign.
- 2.7. Visual(s) used in any advertisement, promotional materials and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual device offered.

3. DELIVERY OF THE DEVICE

- 3.1. The order processing and delivery of the devices will take place within fourteen (14) working day via TM appointed delivery partner.
- 3.2. Customer hereby agree to receive an auto-generated SMS from TM with order summary inclusive of tracking number details upon successful subscription of the Campaign. Customer is responsible to manually track the delivery of the device using the order number i.e. the tracking number in Line Clear website at <https://lineclearxpress.com/my/tracking>.
- 3.3. There are no additional charges for delivery of the device and the delivery service is available nationwide.
- 3.4. For any defective device received upon delivery, Customer is eligible for replacement of the device provided if the Customer able to successfully lodge a report to Unifi customer service within seven (7) days upon receiving the device via live chat at Unifi.com.my or myUnifi app.
- 3.5. Estimated duration to replace the defective device is fourteen (14) working days and it is subject to manufacturer's stock availability and Customer's location.
- 3.6. If the report is made after seven (7) days, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- 3.7. Customer is responsible to do self-inspection and testing upon receiving the device.

- 3.8. The device offered for this offerings are supplied by third party partner.
- 3.9. TM is not liable for any liability claims with regards to the additional feature service offered for the device.

4. DEVICE WARRANTY

- 4.1. The device comes with standard manufacturer warranty from respective device manufacturer.
- 4.2. The warranty for each device are as follows (Please refer to device details in Clause 2.1): -
 - a. Smart Hub : Twenty-four (24) months warranty
 - b. Smart Sensors : Twenty-four (24) months warranty
 - c. Smart Cameras : Twenty-four (24) months warranty
 - d. Smart Speaker : Twelve (12) months warranty
- 4.3. For any warranty claims related to the device, Customer are advised to liaise directly with respective manufacturer authorize service centres.

5. INSTALLATION & AFTER SALES SERVICE

- 5.1. Customers are advised to perform self-installation for the device by following configuration and manuals provided.
- 5.2. For any after sales support in relation to the device, Customers are required to contact respective manufacturer directly, as listed below: -

TP-Link	Xiaomi
https://www.tapo.com/my/support/ Contact No: 1800 2288 87 <u>(Monday - Sunday, 10am - 7pm</u> (except Public Holidays)	https://www.mi.com/my/support/ Contact No: 1800 1801 12 <u>(Mon-Fri, 9am - 6pm)</u>

- 5.3. For any request on the first time installation of the device by Elite Crew, Customer is chargeable with RM120 service fee and this One-time charge will be reflected in the next Unifi’s monthly bill. Installation only covers device(s) purchased and electrical installation/wiring is not included.

6. CHARGES, PAYMENT & BILLING

- 6.1. TM will automatically update Customer’s billing information in terms of Campaign Package name and price once Customer’s subscription to the device is being activated.
- 6.2. TM Credit Limit terms and conditions applies.

7. RELOCATION AND TRANSFER OF OWNERSHIP

- 7.1. For any relocation of Unifi service, the Campaign subscription will continue despite the change to new address. Any relocation and installation of the device due to relocation of Unifi Home package is strictly under the responsibility of Customer.
- 7.2. The device is not transferable to the new owner. Such request shall be treated as termination and the Customer is responsible to pay for the penalty for the device.

8. CANCELLATION AND TERMINATION OF SERVICE

- 8.1. Customer is not allowed to terminate the Campaign during the contract period of twenty-four (24) months. Any early termination will be charged with early termination penalty which will be calculated as per below: -

Package Price x Remaining Month(s)

- 8.2. If the Customer request for early termination for the Campaign together with Unifi Home Package while serving the twenty-four (24) months contract, early termination fee based on the current Unifi Home package fee remaining months' balance and at the same time the device penalty will be imposed to the Customer.
- 8.3. In the event of any request for downgrade of Unifi Home package speed or downgrade to different Unifi Home package offerings, Customer is subjected to Unifi Home package contract refresh and early termination penalty of the Campaign.
- 8.4. In the event of payment default by the Customers or upon discovery of fraud or suspected fraud throughout the contract period, TM reserves the absolute right to terminate Customer's subscription under the Campaign. Upon such termination, TM has the right to:
 - a) repossess the device from the Customer; or
 - b) Customer to immediately return to TM all the device(s) subscribed upon being advised by TM to do so.
- 8.5. All devices return must be in good working condition and of fair wear and tear only are accepted. TM will be entitled to charge the Customer the cost incurred by TM in repossessing or replacement of the device(s) that is not returned by the Customer or returned in an unsatisfactory/ damaged condition.
- 8.6. For the avoidance of doubt, TM reserves the absolute right to impose the early termination penalty to the Customers as stated in Clause 8.1 if TM is unable to repossess the device from the Customers or the device returned is found to be faulty or not within a good working condition.
- 8.7. The return of the device by the Customers is without prejudice to any other charges and fees due to TM including the applicable charges for any Unifi services subscribed by the Customers. The early termination penalty for other Unifi service (Unifi Home, Unifi mobile or etc) is still applicable as per Customer's subscription.

9. VARIATION

TM Tech 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.

10. GOVERNING LAW AND JURISDICTION

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

11. INDEMNITY

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

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.

13. SEVERABILITY

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. PRIORITIZATION OF DOCUMENTS

In the event there is any inconsistency of the provisions under these terms and conditions and the Unifi Home Terms and Conditions and the Terms of Use, the following order of precedence shall apply:

- i. Smart Home Specific Terms and Conditions;
- ii. Unifi Home General T&C;
- iii. Unifi Home Campaign T&C; and
- iv. Terms of Use.

[End of terms and conditions]

