

## 5G WIRELESS BACKUP TERMS & CONDITIONS

Thank you for choosing Unifi.

Wireless Internet Backup is offered by TM Technology Services Sdn Bhd ("TM") enable Unifi Customers to maintain uninterrupted Internet connectivity in the event of a disruption to their primary Home or Business Connection. It offers a value-added services to all Unifi customers and as bundle in targeted offering for selected customer segments.

These Terms and Conditions is incorporated and forms part of 5G Wireless Backup terms of use, thus binding on you. Kindly read the agreement carefully before subscribing to the 5G Wireless Backup. By subscribing to 5G Wireless Backup, you ("Customer") acknowledge and agree that you have read, understood and agree to be bound by the terms herein ("Agreement") and [TM Privacy Notice](#). All of the terms and conditions stated below will be applicable to all the Unifi service(s) subscribed to by you in regard to 5G Wireless Backup. All other existing General Terms and Conditions for Unifi Home Fibre Broadband, Unifi Business Fibre Broadband, Campaign and Promotion Terms and Conditions shall continue to apply. TM reserves the right to vary, supplement, delete, amend or modify the 5G Wireless Backup terms and conditions from time to time with prior notice that TM deems fit to the customer

### **5G WIRELESS BACKUP**

#### **a. GENERAL**

- a.1 Customer may subscribe the 5G Wireless Backup from TM via monthly subscription to Unifi bundle packages, or as add-on to existing Unifi plans with twenty-four (24) months commitment period ("Minimum Subscription Period").
- a.2 Customer will receive the 5G Wireless Backup dongle and a 5G Sim Card (warranty applicable) subject to the terms and conditions contained herein.
- a.3 By subscribing to 5G Wireless Backup service, the Customer hereby agrees to the order processing timeline and delivery procedure. The 5G Wireless Backup dongle will be delivered to Customer's delivery address within a maximum of fifteen (15) working days from the order submission date, areas categories.

#### **b. THE PLAN**

- b.1 By subscribing to 5G Wireless Backup (as an Add on with Unifi Broadband Plan), Customer hereby agrees that 5G Wireless Backup dongle Wi-Fi is provided by TM and will be delivered and self-installed by the Customer.
- b.2 5G Wireless Backup is only available in locations we have 5G Network coverage and it is limited for your use in Malaysia only.
- b.3 5G Wireless Backup monthly quota is unlimited. However, under the Acceptable Usage Policy, if you exceed 150GB in a billing cycle, your speed will be reduced to 512kbps until the next cycle.

#### **c. SALES CHANNEL**

- c.1 Customer may subscribe to 5G Wireless Backup through any of TM's sales channels namely, Unifi Store /TM Point and any TM registered channel.

#### **d. INSTALLATION & AFTER SALES SERVICE**

- d.1 Customer is to perform self-installation.
- d.2 Any after sales service support with regard to 5G Wireless Backup, customer is required to contact TM via Live Chat, call 100 or visit any nearby Unifi Store/TMpoint outlet.

#### **e. WARRANTY**

- e.1 The 5G Wireless Backup device comes with one (1) year warranty from TM starting from service activated.
- e.2 The warranty covers manufacturer defects, hardware malfunctions and normal wear and tear under standard usage conditions. For avoidance of doubt, coverage for wear and tear applies only where such wear materially affects the device's performance, safety, or functionality.
- e.3 The warranty is non-transferable and shall not apply if 5G Wireless Backup subscription is assigned or transferred to a third party.
- e.4 TM shall not be liable for any indirect loss, including but not limited to, data loss, interruption of service, or loss of use arising from dongle's malfunction.

#### **f. CHARGES, PAYMENT & BILLING**

- f.1 The monthly subscription fee of the Wireless Internet Backup are as per table below: -

Item	Monthly Subscription Fee (RM)
Unifi Home Broadband plan	30

- f.2 The monthly subscription fee will be reflected in Unifi's monthly bill.
- f.3 TM Credit Limit terms and conditions applies.

#### **g. RELOCATION**

- g.1 For any relocation of Unifi service, the 5G Wireless Backup service will continue as usual despite the change to a new address. However, this is subject to the availability of Unifi's 5G coverage in the area.
- g.2 If 5G Wireless Backup is an add-on to your current Unifi Broadband Plan, you may choose to terminate the 5G Wireless Backup only if 5G coverage is not available at your new address. In such cases, the early termination fee will be waived.
- g.3 Any relocation and installation of the 5G Wireless Backup due to relocation of Unifi Broadband Plan service is strictly under the responsibility of the Customer.

## **h. CANCELLATION AND TERMINATION OF THE WIRELESS INTERNET BACKUP**

- h.1 Early termination charges for the 5G Wireless Backup services, beyond those outlined in the above plan, shall apply and will be calculated as follows: -

***Remaining contract period (in months) x Wireless Internet Backup subscription plan.***

- h.2 The early termination penalty fee shall be reflected in Unifi's bill.

## **i. INDEMNITY**

- i.1 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 5g Wireless Backup during the subscription.

## **j. LIMITATION OF LIABILITY**

- j.1 TM shall not be liable for any theft, loss, damage, injury, or other incidents (including but not limited to burglary, fire, water damage, electrical failure, or system malfunction) arising during or in connection with the Customer's use of the Unifi Home Shield service throughout the subscription period.

## **k. FORCE MAJEURE**

- k.1 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.

## **l. SEVERABILITY**

- l.1 If any provision 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.

## **m. PRIORITIZATION OF DOCUMENTS**

- m.1 In the event there is any inconsistency of the provisions under these terms and conditions and the 5G Wireless Backup Terms and Conditions and the Terms of Use, the following order of precedence shall apply:
- 5G Wireless Backup Terms and Conditions.
  - Unifi Home General T&C and Term of Use

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