

### TERMS & CONDITIONS UNI5G POSTPAID WITH DEVICE

The terms and conditions for **UNI5G Postpaid with Device** is to be read together with **Postpaid** T&C available at <u>www.unifi.com.my</u> (together with its future amendments). Except for the specific terms and conditions for UNI5G Postpaid with Device stated therein, all other general terms and conditions for unifi Mobile Campaign shall continue to apply.

## 1. GENERAL

- 1.1. The **UNI5G Postpaid with Device** is brought to you by TM Technology Services Sdn Bhd ("TM").
- 1.2. UNI5G Postpaid with Device offers the Customers at the price stipulated for the particular device with the subscription of participating UNI5G Postpaid plans

# 2. DETAILS OFFERINGS

### 2.1. Eligibility

- 2.1.1. This offering is applicable to all new and existing customers that fulfill all the criteria as specified below:
  - a. 18 years old and above;
  - b. Not blacklisted by any mobile operator
  - c. Maximum one (1) active device contract for Unifi Mobile Device Instalment Program and maximum two (2) active device contracts for Device Bundle Program registered in the same NRIC and;
  - d. Has not subscribe to more than three (3) lines of unifi Mobile Postpaid registered in the same NRIC and/or passport (hereinafter referred to as "Identification Documents").

(Hereinafter referred to as "Customers").

2.1.2. For non-citizen of Malaysia, a deposit of RM300 is chargeable upon successful registration and subscription of UNI5G Postpaid with Device.

### 2.2. Product Offerings

2.2.1. The details of the UNI5G with Device are as per Table 1 below:

Monthly Commitment	RM69	RM99	RM129	RM159	RM189
Internet	<del>60GB</del> UNLIMITED 5G + 60GB 4G	<del>100GB</del> UNLIMITED 5G + 4G	<del>150GB</del> UNLIMITED 5G + 4G	<del>200GB</del> UNLIMITED 5G + 4G	<del>250GB</del> UNLIMITED 5G + 4G
Calls (All Network)	Unlimited				
SMS (All Network)	RM 0.15				
Monthly Hotspot	Hotspot using data quota				
Contract Period	24 months				

Table 1



(hereinafter referred to as "Mobile Package".)

- 2.2.2. One (1) mobile number/principal is only entitled for one (1) device.
- 2.2.3. Customer may refer the list of devices offered under this Mobile Package via the link: <u>https://unifi.com.my/mobile/devices</u>.
- 2.2.4. By subscribing to the Package, Customers may choose smartphones model and pay the device price (Device Selling Price) as stated in <u>https://unifi.com.my/mobile/devices</u> during registration of the Mobile <u>Package</u>.
- 2.2.5. Apart from the Device Selling Price, Customers need to pay upfront payment as stated in <a href="https://unifi.com.my/mobile/devices">https://unifi.com.my/mobile/devices</a> and the upfront payment will be credited in Customer's bill and this amount will be offset against total monthly bill over 24 months. For avoidance of doubt, Device Selling Price is the amount that customer need to pay for the device and Device Recommended Retail Price (RRP) is the price by the manufacturer.
- 2.2.6. However, Customers who fulfill the following conditions is entitled for the waiver of Device Upfront Payment: -

i. Unifi Mobile account with subscription period of six (6) months and above; and

ii. A good paymaster of Unifi Mobile Postpaid account for the past 4 months.

Note: The waiver for Device Upfront Payment is applicable for Customers who is a citizen of Malaysia only. Non-citizen is not entitled for the waiver of Device Upfront Payment.

- 2.2.7. The device are strictly non-transferable, assignable, exchangeable to cash or any form of the legal tender.
- 2.2.8. TM reserves the absolute right to determine the model, brand, color and specifications of the device offered under this Mobile Package.
- 2.2.9. 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.
- 2.2.10. Credit limit terms and conditions shall apply.
- 2.2.11. TM reserves the rights to block the International Mobile Equipment Identity (IMEI) of the Device if Customer commit the following:

i.Suspected of fraud or found to have committed fraud;

- ii.Reported to TM that the Device is missing or has been stolen and requested to TM to block the IMEI of the Device; and/or
- iii. After subscribing to this package, Customer fails to make full payment of any amount due to TM within fourteen (14) days of the statement due date.

## 2.3. Delivery of the Device

- 2.3.1. This device will be delivered within seven (7) working days to Customer's registered address upon successful registration to the Campaign Package.
- 2.3.2. There is no additional charges for delivery of the device and the delivery service is available nationwide.
- 2.3.3. Upon delivery, Customer must produce original NRIC for identity verification purposes, failing which the customer may not be allowed to collect the product. Third-party collection is strictly not allowed.
- 2.3.4. For any defective device received upon delivery, Customer should lodge a report to TM/unifi customer service within twenty-four (24) hours upon receiving the device via live chat at unifi.com.my or my unifi app. Replacement of the device may or may not be provided subject to defect assessment by the device manufacturer.
- 2.3.5. If the report is made after twenty-four (24) hours, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- 2.3.6. Estimated duration to replace the defective device is seven (7) working days and it is subject to stock availability & Customer's location.
- 2.3.7. Customer is responsible to do self-inspection and testing upon receiving the device.
- 2.3.8. The device offered for this campaign are supplied by third party partner. TM is not liable for any liability claims with regards to the additional feature service offered for the device.
- 2.3.9. For any warranty claims related to the device, Customers are advisable to liaise with respective authorize service centers as listed below:
  - Samsung:<u>https://www.samsung.com/my/support/category/mobiledevices/mobile-device/</u>
  - Vivo: <u>https://www.vivo.com/my/support</u>
  - Xiaomi: <u>https://www.mi.com/my/service/miphone/</u>
  - Oppo: <u>https://support.oppo.com/my/</u>
  - ZTE: <u>https://ztedevices.com.my/index.php/contact-us/</u>
  - Asus https://rog.asus.com/support
  - Honor <u>https://www.hihonor.com/my/support/</u>
  - Realme <u>https://www.realme.com/my/support/services</u>



### 3. TERMINATION AND PENALTY

3.1 In the event of early termination during the twenty-four (24) months contract period, Customer is chargeable with early termination penalty, which will be based on the remaining month balance of the contract period. The calculation for the early termination penalty are as per below:

#### (Device Recommended Retail Price (RRP) – (Device Selling Price) / 24 months) x remaining contract balance = Early Termination Penalty

Example: Device: Samsung Galaxy S24 Ultra:

RRP: RM 6,799 Selling price: RM5, 449 Plan: UNI5G Postpaid 99 Remaining contract period is 12 months (RM6,799 – RM5,449) / (24 months) x 12 months = RM675

- 3.2 If there is any balance left from the upfront payment amount, that amount will be used to offset with the early termination penalty.
- 3.3 Early termination penalty will be charged to customers in the event of;
  - i. Termination of line, either voluntarily or involuntarily
  - ii. Termination of contract due to downgrade of plan or change of ownership
  - iii. Port out to other service provider
  - iv. Fraud
- 3.4 Early termination penalty will have to be paid upfront upon termination request.

#### 4. VARIATION

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.

#### 5. GOVERNING LAW AND JURISDICTION

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

#### 6. CONFIDENTIALITY

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM applies, please visit <u>TM Privacy</u> <u>Notice</u>

#### 7. MISCELLANEOUS

7.1 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.

- 7.2 Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for unifi Home, unifi Mobile Postpaid and General Campaign terms and conditions shall continue to apply.
- 7.3 Further enquiries relating to the Campaign can be channeled to TM Live Chat at unifi.com.my/chat, tweet us @helpmeunifi, message us at facebook.com /weareunifi for assistance or visit any unifi stores/TMpoint nationwide.

# 8. PRIORITIZATION OF DOCUMENTS

In the event there is any conflict or inconsistency between the Application, the Consumer T&C, the Specific Terms and our Terms of Use, the following order of precedence shall apply:

- i. UNI5G with Device Terms and Conditions (highest precedence)
- ii. Unifi Mobile Postpaid Terms and Conditions; and
- iii. our Terms of Use

[End of Terms and Conditions]