

## **TERMS & CONDITIONS FOR UNLIMITED 5G DATA - POSTPAID**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“THIS AGREEMENT”) CAREFULLY BEFORE YOU (“PARTICIPANT”) PARTICIPATE IN UNIFI MOBILE 5G (THE “USER TRIAL”). BY PARTICIPATING IN THE USER TRIAL, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN ON THE USE OF THE 5G SERVICE DURING THE USER TRIAL PERIOD PROVIDED BY TELEKOM MALAYSIA BERHAD (“TM”) OR ANY OF ITS SUBSIDIARIES OR AFFILIATES.**

### **1. GENERAL**

- 1.1 This User Trial is open to both new and existing unifi Mobile postpaid for consumer and business (on unlimited plans) who are using 5G supported device.
- 1.2 The User Trial will commence from the activation date of the Unlimited 5G Data pass until 31<sup>st</sup> December 2022 (“User Trial Period”). Notwithstanding anything to the contrary to the validity of the Unlimited 5G Data pass, TM reserves the absolute right to further extend or terminate the User Trial at any time before or after the expiry of the User Trial Period.
- 1.3 TM has the right to cancel, modify, suspend or delay the implementation or availability of the 5G service at any time at its sole discretion in such a manner TM deems necessary and appropriate.

### **2. USING THE 5G SERVICE**

- 2.1 The User Trial is conducted with the objective of gauging the Participant’s experience and acceptance of 5G service(s) that provides continuous seamless wireless connectivity for TM’s users for small screen experience such as streaming of internet, video, gaming and internet calls.
- 2.2 The Participant is under no obligation to subscribe to the 5G service after the expiry of the User Trial Period and the Participant acknowledges that TM is not obliged to offer the 5G service to the Participant.
- 2.3 Where assistance is required by the Participant at any time during the User Trial Period, the Participant may reach TM via:
  - (i) Live Chat (<https://unifi.com.my/chat/index.html>) or myunifi app
  - (ii) Tweet us @helpmeunifi
  - (iii) Message us at facebook.com.wereunifi
- 2.4 The 5G service provided during the User Trial Period is on a best effort basis.

### **3 PARTICIPANT’S RESPONSIBILITIES**

- 3.1 The Participant agrees to the following:
  - (i) Own/use 5G certified device;
  - (ii) Use the unifi mobile 5G service as offered by TM;

- (iii) Complete the User Trial within the stipulated time frame;
- (iv) Permit/allow TM's representative to terminate 5G service upon expiry of the User Trial Period;
- (v) Respond to survey, focus groups or testimonial engagement conducted by TM or its appointed agents on user's experience during the User Trial;
- (vi) Permit TM to perform tests, experiments and measures relating to the Participant's usage of the 5G service during the User Trial;
- (vii) Permit/allow TM's personnel to visit Participant's premise for observation whenever necessary;
- (viii) Ensure that the 5G service is for personal use only and not to be redistributed, re-sell or sub-let to third parties. In the event of such action or attempted action, this Agreement will be automatically terminated and the participation to this User Trial will be revoked immediately;
- (ix) Do not use the 5G service to design, create, develop or test other products without the express permission of TM. Any information obtained during the User Trial Period with regard to the 5G service shall legally be owned exclusively by TM or its authorised agents;
- (x) Follow TM's instructions and/or guidelines with regard to the use of the 5G service;
- (xi) Continuously comply to all other existing terms and conditions for unifi Mobile (<https://unifi.com.my/mobile/postpaid/tnc>) and be read together with this User Trail specific terms and conditions. In the event of inconsistency of terms, this specific terms will prevail.

3.2 During the Trial Period other and existing services including but not limited to SMS, call, mobile data (2G & 4G), roaming and direct carrier billing are enable at the same time and will be subject to the current publish rate of the respective service.

### **3 TM'S RESPONSIBILITIES**

TM shall provide the necessary 5G service for the purpose of the User Trial.

### **4 DISQUALIFICATION AND TERMINATION**

5.1 The Participant will be disqualified from participating in the User Trial in the event:

- (i) Breach any terms of this Agreement;
- (ii) The User Trial is terminated by TM before the expiry of the User Trial Period; or
- (iii) Where the Participant refuses to participate in any extended period of the User Trial (where applicable).

5.2 In the event the Participant commits a breach or potential breach of any of the terms herein, TM reserves the right to take necessary action including but not limited to termination or suspension of the User Trial without having to pay for compensation of any kind to the Participant. Nevertheless, TM shall take all reasonable effort to notify the Participant of any breach or potential breach prior to termination or suspension.

### **6 INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights of the User Trial (if any) and anything related thereto belongs exclusively to TM.

## **7 CONFIDENTIALITY OBLIGATION**

- 7.1 For the purposes of this Agreement, "Information" means the scope of the User Trial and all communications and all information whether written, visual or oral and all other materials supplied in pursuance of this Agreement, and concerning the business, associations, transactions or commercial arrangements of TM and its group of companies, with any other persons or bodies, including other commercial agreements.
- 7.2 The Participant will not disclose any Information to any third party nor use the Information for any purpose other than pursuant to and for the purpose of this Agreement without the prior consent from TM.

## **8 PUBLICITY**

The Participant will not make or permit or authorize to make any press release or other public statement (including in social media) or disclosure to third party concerning this Agreement and/or the User Trial without TM's prior written agreement.

## **9 PARTICIPANT'S INFORMATION/DATA**

Any personal data provided by the Participant to TM in connection with the User Trial shall be kept confidential and TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the said personal data.

## **10 DISCLAIMER**

TM does not warrant that the User Trial will be uninterrupted, error-free or impenetrable by unauthorized third parties. TM does not authorize anyone to make a warranty of any kind on its behalf and the Participant should not rely on anyone making such statements. The Participant understands and agrees that TM is providing the User Trial to the Participant on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event will TM be liable to the Participant for any direct, indirect, consequential or special damages whatsoever suffered by the Participant or any other party relating in any way to the use of the 5G service during the User Trial by the Participant or pursuant to any activities contemplated under this Agreement.

## **11 INDEMNITY**

- 11.1 Notwithstanding anything to the contrary, the Participant 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 the terms and conditions of this Agreement or the intentionally wrongful or negligent acts or omissions on the part of the Participant, in the performance of or failure to perform his obligations herein or in relation to the Participant's use of the Service during the User Trial Period.
- 11.2 The Participant will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any intellectual property rights under Clause 6 or confidentiality obligations under Clause 7 hereof and undertakes to take any and all such

action as TM may reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Participant's costs.

## **12 AMENDMENTS AND VARIATION**

TM reserves the right to change, amend, delete or add to the terms and conditions herein at any time where such changes shall be deemed applicable to all Participant once the updated terms and conditions has been published online in the User Trial portal.

## **13 FORCE MAJEURE**

Neither party is 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, 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 GOVERNING LAW AND JURISDICTION**

14.1 Any and all disputes, controversies or conflict between the parties hereto in connection with User Trial shall, so far as is possible, be settled amicably by mutual consultation and consent between the parties.

14.2 Failing such amicable settlement, all disputes, controversies, or differences which arise between the parties hereto out of, or in connection with this Trial or for the breach thereof which cannot be resolved amicably by both parties, shall be finally referred to the court of competent jurisdiction in Malaysia.

## **15 NOTICE**

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to these terms and conditions shall be in writing and mailed by email, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, facsimile or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of facsimile, upon successful completion of transmission; in the case of email upon sending; in the case of hand delivery or courier, the next business day after it has been delivered.

## **16 INTERPRETATION**

Word and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.

## **17 ASSIGNMENT AND SUBCONTRACING**

This Agreement and all rights and obligations hereunder are personal to the Parties hereto and neither Party shall assign or transfer, or attempt to assign or transfer, any such rights

or obligations without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. Notwithstanding the above, TM may assign or novate this Agreement or any part thereof at any time to any of its Affiliates by giving fourteen (14) days' written notice to Participant.

-End of clause-