

# Terms & Conditions for Unifi Home 1Gbps Fibre-to-the-Room

The Unifi Home 1Gbps Fibre-to-the-Room is a Fibre-to-the-Room (FTTR) plan (hereinafter referred to as the "Service") provision by TM Technology Services Sdn Bhd (TM) based on the following terms and conditions. These terms and conditions are to be read together with the General <u>Unifi Home</u> terms and conditions for the Unifi Service. ("General Terms & Conditions"). In the event of any inconsistency between any of the General Terms & Conditions and these terms and conditions, these terms and conditions will prevail to the extent of any inconsistency. TM reserves the right to update or revise these terms and conditions from time to time and shall publish the latest version online. TM may give notice of such revision to the Customer in any manner that TM deems appropriate. By continuing to access or use of the Unifi Service, Customer shall signify as acceptance to the latest updated version of the terms and conditions.

#### 1. Unifi Home Ultra 1Gbps Fibre-to-the-Room

- 1.1 The Service is offered to new and existing Unifi Home customers ("Customers") with a twenty-four (24) month contract ("Contract Period")
- 1.2 For every subscription, Customers will be provided with one (1) Main Hub, one (1) Splitter, one (1) Access Terminal Box (ATB), one (1) Satellite Hub and thirty 30-meter Optical Cable (collectively as "FTTR Accessories") for free during installation.
- 1.3 The FTTR Accessories provided during installation will be subject to the following warranty period:
  - a) Main hub Lifetime
  - b) Satellite Hub 1 year
  - c) Splitter, ATB, Cables 1 year
- 1.4 Customers may request for the replacement of any of the FTTR Accessories after the expiry of the warranty period and be subject to the following:
  - a) Satellite Hub contract renewal or one-time charge
  - b) Splitter, ATB, Cables one-time charge
- 1.5 Customers may add-on a FTTR Mesh Wi-Fi unit which consist of a Splitter, ATB, Satellite Hub and Optical Cables during installation and be subjected to twenty-four (24) months contract ("Contract Period") or pay a one-time charge for the add on FTTR Mesh Wi-Fi. The charges will be reflected in Customers' next billing cycle. For clarity, the twenty-four (24) months instalment payment for the FTTR Mesh Wi-Fi add-on is separate and independent from the Contract Period of the Service.
- 1.6 The maximum number of add-on FTTR Mesh Wi-Fi units allowed is eight (8) units, including the FTTR Mesh-Wi-Fi unit provided in the Service package.
- 1.7 One (1) Splitter can support up to 4 FTTR Mesh Wi-Fi. For the installation of the fifth (5th) and subsequent Satellite Hubs, Customers are required to purchase an additional Splitter and a 30-meter Optical Cable. These will be charged as a one-time fee on the Customers' bill.
- 1.8 Provision of the Service is based on best-effort basis. Customers are advised to use compatible devices that can support the bandwidth speed for best experience.



### 2. Early Termination or Change of Plan

- 2.1 In the event Customers terminate the Service before expiry of the Contract Period, the Customer shall be liable to pay early termination charges equivalent to the fees for the remaining months Contract Period and any applicable charges as prescribed by TM.
- 2.2 Similarly, any change of Unifi Home 1Gbps Fibre-to-the-Room plan to other Unifi Home Broadband package, within the Contract Period, the Customer shall be liable to pay early termination charges equivalent to the fees for the remaining months Contract Period and any applicable charges as prescribed by TM.
- 2.3 Additionally, a change of plan to any Unifi Home Broadband package which includes Mesh Wi-Fi within the Contract Period, Customers shall not be entitled to a new Mesh Wi-Fi under that package.
- 2.4 TM will not be liable for the de-installation or removal of the FTTR Accessories upon termination or change of plan.

#### 3. Installation of the Service

- 3.1 Customers acknowledge that installation of the Service requires in-home works, including but not limited to the laying and affixing of transparent fiber optic cables and FTTR Accessories ("Installation Works").
- 3.2 Prior to installation, TM's appointed installation team ("Prime Crew") shall contact the Customers to schedule a site visit and installation appointment at the Customers' premises. The installation shall be carried out on the agreed date and time, subject to access being granted by the Customers.
- 3.3 Unless otherwise agreed, the Installation Works will only involve affixing the cables using adhesive without any drilling or nailing into the Customers' premises.
- 3.4 Customers shall ensure that:
  - a) access to the premises is granted to the Prime Crew;
  - b) a responsible adult is present to approve the proposed cabling route; and
  - c) the installation area is safe, accessible, and free from obstructions.
- 3.5 TM shall exercise reasonable care and skill in carrying out the Installation Works. Notwithstanding the foregoing, the Customers agree that TM shall not be liable for:
  - a) pre-existing defects, weaknesses, or conditions in the premises that are discovered or made apparent during installation;
  - b) minor cosmetic marks or residue reasonably incidental to cabling works; or
  - c) any indirect, incidental, or consequential loss arising from the Installation Works.
- 3.6 Once the installation is completed, the related Service Set Identifier (SSID), wireless Access Key or password will be provided to Customers along with written instructions on how to connect to the wireless connection and solution.



## 4. Liability and Beyond Scope Works

- 4.1 TM is not obliged to comply with Customer's requirement to perform task beyond scope of the Service as stated above.
- 4.2 To the fullest extent permitted by Malaysian law, we expressly disclaim all liability for any loss, damage, or expense arising from such defects or issues, including but not limited to indirect, incidental, consequential, exemplary or punitive damages;
- 4.3 TM shall not be liable for any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation in any equipment, facilities (including but not limited to your computer and/or its peripherals, television, telephone and any other devices and products) or software howsoever arising, including without limitation, any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation resulting from non-compliance with our prescribed technical requirements.

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