

## Campaign Terms & Conditions for unifi Biz

These Terms and Conditions for Sign Up and Enjoy Campaign ("Campaign's T&C") must be read together with the unifi Biz Terms and Conditions as available in [www.unifi.com.my](http://www.unifi.com.my) (subject to further changes, at TM's absolute discretion, without prior notice to Customer). In the event of any discrepancies, this Campaign T&C shall prevail over such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Campaign's T&C from time to time, without prior notice. By participating in the Campaign, all participants 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 in relation to every aspect of the Campaign, shall be final, binding and conclusive.

### 1. THE CAMPAIGN

- a. The Sign Up and Enjoy Campaign ("Campaign") is organized by Telekom Malaysia Berhad ("TM") and is open for all new Business Customers to enjoy free e-wallet credit up to RM400 per Customer from Touch 'n Go eWallet. The packages that are eligible for this Campaign are unifi Biz 300Mbps™, unifi Biz 500Mbps™ and unifi Biz 800Mbps™ (individually referred to as "Campaign Package"). Please refer to TM sales representative for details of each package.
- b. The Campaign period will be effective from 11<sup>th</sup> November 2020 until 10<sup>th</sup> February 2021 ("Campaign Period").
- c. Customer will receive Touch 'n Go eWallet Reload PIN through the registered unifi Business Club ("uBC") email. Customer will be automatically registered as uBC members upon subscription of the Campaign Package. <https://smecomcommunity.unifi.com.my/>
- d. This Campaign is eligible for all NEW micro, small and medium SMEs business.
- e. Customer can subscribe to the Campaign Package via TMPoint, Online, SME Consultants, Direct Sales, TM Resellers and TM Authorized Dealers (TAD) during the Campaign Period.
- f. 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.
- g. 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 Privacy Notice TM applies, for further information on the Privacy Notice of TM's group of companies, please visit <https://unifi.com.my/llds/assets/documents/privacynotice.pdf> for details.

- h. Further enquiries relating to the Campaign can be channelled to TM Live Chat at [unifi.com.my/chat](https://unifi.com.my/chat), visit any TMpoint outlets nationwide, tweet us @helpmeunifi or message us at [facebook.com/weareunifi](https://facebook.com/weareunifi) for assistance.

## 2. CAMPAIGN OFFERING

### 2.1 Campaign Benefit

- a. During the Campaign Period, new Customer will get Touch 'n Go eWallet Reload PIN RM250 per customer for subscribing to unifi Biz 300Mbps™ or Touch 'n Go eWallet Reload PIN RM400 per Customer for subscribing unifi Biz 500Mbps™ and unifi Biz 800Mbps™, individually be referred to as ("Campaign Benefit") (subject to further changes, at TM's absolute discretion, without prior notice to the Customer).
- b. Customer will be updated on the Touch 'n Go eWallet credit in the form of Touch 'n Go eWallet Reload PIN through uBC email within fourteen (14) days from Campaign Package successful installation date.
- c. Customer is responsible to download and register an account with Touch 'n Go eWallet app in order to enjoy Touch 'n Go eWallet credit as part of the Campaign Benefit. TM is not responsible on the failure of Customer to download the Touch 'n Go eWallet app. Customer may refer <https://support.tngdigital.com.my> for assistance.
- d. Customer will receive the Touch 'n Go eWallet Reload PIN through uBC email.
- e. uBC will email Touch 'n Go eWallet Reload PIN directly to customers registered email within fourteen (14) days from successful installation date.
- f. Touch 'n Go eWallet Reload PIN validity period is up to six (6) months.
- g. Touch 'n Go eWallet Reload PIN is strictly for reload of Touch 'n Go eWallet.
- h. The Touch 'n Go eWallet Reload PIN is not returnable and/or refundable once issued to the Customer.
- i. The Touch 'n Go eWallet Reload PIN is not up for resell or exchangeable for cash or any other forms of legal tender.
- j. Customer is entirely responsible to utilize and/or use the Touch 'n Go eWallet Reload PIN before the expiry date.
- k. TNG Digital Sdn Bhd shall not be responsible or hold any liability for any expired, lost or stolen Touch 'n Go eWallet Reload PIN.
- l. The Touch 'n Go eWallet Reload PIN will be given only ONCE and shall not be replaced with other PIN or value, for whatever reasons.

## 2.2 Free voice plan

Subscribers will enjoy complimentary call plan as below:

- a. unifi Biz 300Mbps™
  - Simple Voice Plus 50 consists of free calls up to RM 50 monthly for local and national calls (for Fixed and Mobile lines).
  - Beyond calls rates will be charged for calls made to mobile at the rate of 12 cents (RM 0.12)/min.
  - Beyond call rates is not chargeable for calls made from fixed line to another fixed line.
  - Free two (2) Mesh Wi-Fi device
  - Touch 'n Go eWallet Reload PIN RM250.
  
- b. unifi Biz 500Mbps™
  - Simple Voice Plus 50 consists of free calls up to RM50 monthly for local and national calls (for Fixed and Mobile lines).
  - Beyond calls rates will be charged calls to mobile at 12 cents (RM 0.12)/min
  - Beyond call rates is not chargeable for calls made from fixed line to another fixed line.
  - Free two (2) Mesh Wi-Fi device
  - Touch 'n Go eWallet Reload PIN RM400.
  
- c. unifi Biz 800Mbps™
  - Simple Voice Plus 70 consists of free calls up to RM70 monthly for local and national calls (for Fixed and Mobile lines). Beyond calls rates will be charged for calls made to mobile line at 8 cents (RM 0.08)/minute
  - Free calls for calls made from fixed line to fixed line
  - Free two (2) Mesh Wi-Fi
  - Touch 'n Go eWallet Reload PIN RM400.

## 3. OTHER CAMPAIGN PRIVILEGES

New subscribers for unifi Biz 300Mbps™, unifi Biz 500Mbps™ and unifi Biz 800Mbps™ for business packages during the Campaign Period will also enjoy other Campaign privileges i.e Complete Business Solutions in order to meet the needs of business customers as follows: -

- a. Marketing Solutions
  - Special advertising package for unifi Business Club (uBC) members including free unifi TV advertising and free listing at cari@unifi e-commerce platform.

- b. Financial Solutions
  - Digital loan submission with forty-eight (48) hours loan approval for RHB Bank, in collaboration with ScoreXcess.
  
- c. Premium Support
  - All related unifi issues will be attended within two (2) hours of complaint
  
- d. Productivity Booster
  - Complete business solutions to increase business productivity with our collaborating partners including Lalamove, Swingvy, KryptoPOS and Enginemailer. For more info, kindly visit <https://smecommunity.unifi.com.my/>

#### **4. TM STANDARD CALL RATES**

Unless stated otherwise, any call rates mentioned herein shall follow TM's standard call rates as available at the following link (subject to further changes, at TM's absolute discretion, without prior notice to the Customer):

<https://unifi.com.my/llds/assets/documents/Announcement%20Standard%20Charge%20Block%20092018.pdf>

#### **5. GOVERNING LAW AND JURISDICTION**

This terms and conditions are governed by the Malaysian law and the courts in Malaysia shall have exclusive jurisdiction over any issues arise pertaining to this Campaign

#### **6. CONFIDENTIALITY**

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. TM Privacy Notice shall applies, please visit <https://unifi.com.my/llds/assets/documents/privacynotice.pdf>

[End of Terms and Conditions]

# General Terms & Conditions for unifi Biz

## **1. The Service**

1.1 TM is involved in, amongst others, in the provision of telecommunications and multimedia products and services and at the request of the Customer, agrees to provide to the Customer the Service (as hereinafter defined) on TM's network, which will allow the Customer the access to Internet on the terms and conditions set forth herein, as may be amended from time to time by TM.

1.2 The terms conditions herein shall be read together with the terms and conditions for the Service as attached to the Application Form (as hereinafter defined). In the event of any inconsistency between any of the terms and conditions attached to the Application Form and terms and conditions as herein set forth, the terms and conditions attached to the Application Form shall prevail, to the extent of any inconsistency.

## **2. Definitions and Interpretation**

"Activation Date" means the date on which the Service and User Account (hereinafter defined) are activated for the Customer by TM as more particularly described in Clause 3.2 hereunder.

"Agreement" means the completed Application Form and the terms and conditions thereunder (and its attachment(s)) and the terms and conditions herein contained.

"Application Form" means the application form and/or any other form as may be prescribed by TM (whether in digital or physical format) to which these terms and conditions are referred to.

"Customer" under this Agreement shall mean a natural person other than a minor and shall include any other person as determined by TM whose application to enter into this Agreement is accepted by TM and shall include his executors, administrators, personal representatives and permitted assign and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

"Customer's Equipment" means the equipment referred to in Clause 7 herein or such other equipment belonging to the Customer to be made available by Customer at the Installation Address for the purpose of the provision of the Service.

"Fees" means monthly subscription fee for the Service at the applicable rate indicated in the Application Form or such rates as may be prescribed by TM from time to time subject to stamp duty and government taxes, if any, chargeable by TM to the Customer for the provision of the Service and all other charges to be paid by the Customer to TM in relation to the provision of the Service.

"Force Majeure Events" means the events as specified in Clause 31 herein.

"HSBB" means high speed broadband which provides connection to the internet with speeds ranging from 5Mbps and above when compared to normal broadband (Broadband to the General Population or 'BBGP' which delivers bandwidth through wired and wireless technologies at network speeds ranging between 384kbps up to 4Mbps).

"Installation Address" means the address specified by the Customer in the Application Form where the Service will be installed.

"TM's Equipment" means any equipment owned by TM and includes such equipment leased to Customer or installed at the Installation Address including but not limited to Set-Top Box (STB), Broadband Termination Unit (BTU), Residential Gateway (RG) and Single Line Telephone or Cordless Phone or any part thereof and such other equipment or modem provided by TM to enable usage of the Service by the Customer, as may be decided by TM from time to time at its sole discretion.

"Minimum Subscription Period" means the minimum period for the subscription of the Service by the Customer as specified in the Application Form and/or the terms thereunder or, in the absence of any specified minimum period there under, a period of twenty four (24) months from the Activation Date of the Service or, such other minimum period of subscription as may be determined by TM from time to time in accordance with Clause 4.1 herein.

"Registration" means the effective date of the registration of the Customer's subscription of the Service, being the date upon which TM approves the Customer's application for the Service.

"TM" means TELEKOM MALAYSIA BERHAD (Company No. 128740-P), a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur.

"Service" or "unifi Service" means HSBB internet access service.

"User Account" means an account under the name of the Customer in relation to the Service subscribed by the Customer.

Words 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.

Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts. The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

### **3. Agreement Period**

3.1 This Agreement shall be effective after the execution of the Application Form by the Customer and upon the acceptance of the Application Form together with the required attachments hereunder and, the Registration thereof by TM. TM reserves the right to reject or decline any application or the Registration subject to Customer being informed of the ground for any rejection.

3.2 The Service shall commence after the successful completion of the Service installation, whether by TM, its appointed contractor or the Customer himself (as applicable) and upon the date on which the Service is activated for the Customer by TM. ("Activation Date").

### **4. Minimum Subscription Period**

4.1 The Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period effective from the Activation Date or in the event of any promotion held

by TM for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by TM from time to time.

4.2 This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, the Service and this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement.

## **5. Application for the Service and Documentations for Application, Registration and Installation**

5.1 The Customer may apply for the Service online and offline. Where the Service is applied online, the Customer is still required to submit the relevant documents prescribed under Clause 5.3 herein to TM within reasonable period of the application.

5.2 Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon TM's request) are accurate, true, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes thereto.

5.3 The Customer is required to submit to TM the following supporting documents for verification by TM's personnel during application, registration and installation processes together with the Customer's signed and completed Application Form:

(i) For sole proprietor:

- Original MyKad (Malaysians)/MyKAS/MyPR (permanent residents) or Passport (with at least a minimum of 24 months validity) and original Certificate of Business Registration;

(ii) For company:

- certified true copy each of Forms 9, 24 and 49 (for private limited company); certified true copy each of Forms
- original letter of authorization to be adopted on company's letter head and duly signed by a director or such other authorized person of the company on the appointment of a company's authorized representative for the purpose of the company's application and subscription of the Service and all other matters incidental thereto;
- original MyKad or MyKAS or MyPR or Passport (with at least a minimum of 24 months validity) of authorized representative of the company;
- where specifically required by TM, certified true copy of the company's board of directors' resolution on the company's approval for the subscription of the Service;

(iii) For Government of Malaysia and/or its agencies:

- original letter of approval and authorization from the relevant Ministry or agency on the approval for the subscription of the Service and the appointment of an authorized representative for the purpose of the application and subscription of the Service and all other matters incidental thereto,

- original MyKad or MyPR of authorized representative of the Government of Malaysia or the relevant agency; and

(iv) For any other entity:

- supporting documents as shall be reasonably required by TM; and
- original letter of approval and authorization from the relevant entity on the approval for the subscription of the Service and the appointment of an authorized representative for the purpose of the application and subscription of the Service and all other matters incidental thereto, and
- original MyKad or MyKAS or MyPR or passport of authorized representative of such entity;

and appropriate number of copies of the required documents will be kept by TM for record purposes.

5.4 For the purpose of installation of the Service at the Installation Address, Customer shall submit to TM, via fax or mail or hand delivered at nearest TMpoint outlet, at least three (3) working days prior to the date of appointment for installation, with a copy or original, as the case may be, of a letter of confirmation and authorization for the purpose of installation and the appointment of an authorized representative for the purpose of service acceptance. Authorized representative present during installation shall be required to furnish to TM authorized representative with the original of his NRIC MyKad or MyKAS or MyPR or passport for verification. Customer warrants with TM to be fully responsible for any act or decision of confirmation made by Customer's authorized representative and if so required by TM, shall further submit further written or oral confirmation to such effect either by email, fax or telephone or such other medium as may be reasonably determined by TM,

5.5 Customer agrees that the letter of confirmation and authorization to be adopted by the Customer and referred to in Clause 5.4 above shall be in form and substance as prescribed by TM and available for downloading by Customer at [www.unifi.com.my](http://www.unifi.com.my). Alternatively, Customer may issue to TM its letter of confirmation and/or authorization on Customer's official letterhead in such other form and substance as may be acceptable by TM but in any case incorporating details of authorized representative (name and particulars of MyKad/MyKAS/MyPR or Passport together with certified true copy thereof) and authorized person's specimen signature.

5.6 Application, Registration and installation of the Service will only be attended to by TM when Customer or Customer's authorized representative is physically present during the process of application, Registration and installation, as the case may be.

5.7 TM shall be entitled, at its absolute discretion, to reject or suspend Customer's application or Registration or installation of the Service (a) if Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services and subscribed by Customer; or (b) subscription by Customer of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if Customer has criminal record or attempt to defraud TM; or (d) TM is of the reasonable opinion that Customer will use the Service for any illegal activities; or (e) upon Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under Clause 5.7(a) above, TM may, at its absolute

discretion, consider Customer's application when all outstanding payment due to TM or its affiliates has been fully paid.

5.8 Customer agrees that notwithstanding acceptance by TM of Customer's application and/or Registration of the Service, Customer hereby consent to and allows TM to attend to credit or other worthiness check on the Customer or the Installation Address where the Service will be or has been installed and if, in the reasonable opinion of TM, the Customer may not likely be able to perform its obligations under the terms herein or if the Customer's premises may likely or is used for any illegal activities, TM may cancel or suspend or terminate Customer's subscription or installation.

5.9 In order to subscribe and establish connection to the Service, the Customer may use the TM's Equipment provided by TM or its own equipment to be connected to the Customer's telephone line to enable usage of the Service.

## **6. Service Availability**

6.1 Upon receipt by TM of all the supporting documents specified in Clause 5.3 hereof, TM shall consider Customer's application and if approved, register the Customer's application and verify and confirm availability of the Service at the Customer's Installation Address as stated in the Application Form.

6.2 In the event that the Service is not available in the Installation Address, TM may inform the Customer and the Customer's application will be kept in TM's record on waiting list basis pending availability of the Service at the Installation. Where the Customer's application is recorded as on waiting list basis, TM makes no guarantee or warranty to the Customer that the Service will become available at the Installation Address, and TM shall not be held liable or responsible in the event that TM are unable to provide such Customer with or facilitate availability of the Service at the Installation Address due to any reason beyond the control of TM.

6.3 In the event that the Service is available at the Installation Address and if Customer's application is approved, TM shall forthwith fix an appointment for and carry out the installation of the Service for the Customer in accordance with the provisions of Clause 8 hereof, unless specified otherwise in this Agreement or the terms and conditions of attached to the Application Form.

6.4 For avoidance of doubt, TM shall not be responsible or liable for any problem arising between the Customer and TM in its capacity as the telephone line provider (and not attributable to willful default or gross negligence of TM) that may affect the availability of the Service. Customer understand that should there be any interruption or termination of the Customer's fixed telephone line account by TM, this will affect the availability of the Service in which event, TM reserves the right to terminate the Service accordingly.

6.5 TM shall provide to the Customer with 'Dual Play' activation consisting of Internet, Voice and related TM's Equipment together with value added services which may be provided by TM together with the subscription thereof. The Customer shall not be entitled to any rebate or reduction of subscription fee for any part of the Unifi Service that is provided by TM at no charge to the Customer.

6.6 Customer is allowed to subscribe for three (3) Services per Installation Address and in any case, up to a maximum of nine (9) Services for nine (9) distinct installations addresses. Any

requirement for Customer's subscription in excess of the aforesaid number of subscription shall be subject to TM's approval at its absolute discretion.

## **7. Installation & Account Activation**

7.1 Unless otherwise arranged or provided to the Customer, TM and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Installation Address by TM and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic equipment required for the Service:

1. Telephone line through TM fixed line only;
2. AC power supply for HSBB equipment and/or modem;
3. Hubs, Routers, Servers (for Networking purposes);
4. Internal wiring;
5. Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by TM upon registration;
6. DSL Modem (if modem is not leased from TM as part of the package subscribed);
7. Approval in writing of the developer or building management corporation or the building owner, in the event that the Customer's premise is located at the high rise building that need the said approval for the installation of the Service; and
8. Any other requirement as specified in the Application Form and the attachment thereof or upon terms as TM may notify to the Customer from time to time.

7.2 Customer agrees that TM's Equipment termination point shall be determined at the nearest main location after Fibre/VDSL2 cable point of entrance to the Installation Address. TM shall only install up to a maximum of 30 meters of fibre cable starting from the external cable entrance to the Installation Address. Connection to Customer's Equipment which is beyond the standard installation guideline is subject to charge. Please refer to [www.unifi.com.my](http://www.unifi.com.my). for TM standard installation guidelines.

7.3 In the event that the Customer is not ready with the basic equipment as required in Clause 7.1 above, TM may at its sole discretion allow the Customer to defer the installation date for a period of 21 days. If after such 14 days period, the Customer is still not ready with the basic equipment, TM may in its absolute discretion cancel the Customer's Registration for the Service, unless the Customer submits a request in writing to TM within the said 21 days time frame to further defer the installation date for the Service and TM approves the same. Any such cancellation of the Service shall be at the Customer's own cost. The Customer may reapply for the Service subject to availability of the Service at the relevant point in time.

7.4 Subject to any other provisions herein, TM shall endeavour to install the Service at the Installation Address within 21 days from the date of the Registration. TM shall provide Customer with Internet Protocol (IP) address or login name and password, as the case may be, upon successful installation. In the event the installation cannot be completed within 21 days period, the installation of the Service may be cancelled and/or terminate the provisioning of the Service provided that the non-completion of the installation is not due to the default on part of TM including but not limited to TM's technical or network issue.

7.5 In the event where TM or its authorized contractor is unable to proceed with the installation of the Service at the Installation Address located within a high rise building due to building management issues including but not limited to the issues of internal wiring of the building or being denied access to the building, Customer shall be responsible to resolve such

issues with the building owner or management corporation within 21 days from the date of the issues arise. If the Customer failed to resolve the issues or if TM is unable to proceed with the installation of the Service within 21 days period not due to the fault of TM, TM shall at its absolute discretion be entitled to cancel the installation and/or terminate the provisioning of the Service.

7.6 Notwithstanding with Clause 7.4 and 7.5 above, in the event the Customer is not reachable during the first appointment date for the installation of the Service, TM shall use all reasonable endeavor to arrange for another appointment date with the Customer. Upon the expiry of the 8th day after the first appointment date, the installation of the Service may be cancelled by TM at its absolute discretion if the Customer is still not reachable.

7.7 For unifi biz lite, internal wiring will be dependent on the existing infrastructure in the customer's area, which will be determined by TM upon examining the said infrastructure.

7.8 TM will not provide Single Line Telephone (SLT) for installation of unifi biz lite subscription. Customers are encouraged to redeem the SLT telephone set any TMpoint outlets nationwide by utilizing the 3,700 TM Rewards points which will be rewarded exclusively for new unifi biz lite subscribers to redeem the SLT telephone set.

7.9 Customer agrees that TM shall be entitled to suspend or cancel any installation of the Service at the Installation Address and/or terminate Customer's application for subscription if, in TM's reasonable opinion, the Installation Address is conducting an illegal or suspicious activity(ies) or such premises may potentially be used for any of the aforesaid activity(ies).

7.10 As part of TM's compliance to safety regulation by the Department of Occupational Safety and Health Malaysia (Ministry of Human Resource) on the Prevention of Falls at Workplaces (JKKP DP/G127/379/4-35 : MARCH 2007) policy, Customer has to ensure installation site is free from any danger that may cause hazard to TM. If upon assessment by TM that hazard is present, Customer is responsible to correct the situation/condition at its own cost. Should the Customer refuse/fail to correct the situation/condition, TM has the right to cancel the installation. If the cancellation/termination is attributed by the Customer, Customer shall be subjected to relevant charges, cost, penalty or credit limit rules (whichever is applicable) for the Services.

7.11 TM will not be responsible for any damages due to building's internal wiring by building owner. Customer shall indemnify TM against any claim by any party including building owner or Management Corporation for any damage not due to the fault or negligence of TM. For any request by Customer for any re-wiring or re-installation, TM shall have the right to charge the Customer a re-wiring and/or re-installation fee for the sum of RM212.00 if it does not involved any movement of the BTU or RM318.00 if it involved movement of the BTU or such other reasonable sum as may be determined by TM from time to time.

7.12 Customer hereby allows the TM's Equipment installed at Customer's premise for the purpose of Unifi Service ("the Equipment"), to be used as an access point for public users to access TM's public WiFi service, without any additional charges to TM. Upon completion of the installation of the Equipment, TM will make available the WiFi service to public users using the Equipment. Where applicable, the Customer shall provide all reasonable assistance to TM, to enable TM's public WiFi Service to operate using the Equipment. The Customer may request to discontinue the Equipment from being used as an access point for TM's public WiFi, subject to terms and conditions that may be notified by TM from time to time.

## **8. Fees**

8.1 Monthly subscription fee for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by TM from time to time.

8.2 Monthly subscription fee shall be continuously chargeable and payable by the Customer upon connectivity of the Internet access to the Customer's equipment regardless of the usage.

8.3 Payment of the Fees for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.

8.4 In the event of suspension or termination of the Service or this Agreement at any time during the Minimum Subscription Period, except where such termination arises from TM's material breach or wilfull default or due to Force Majeure Event, Customer shall be liable to pay to TM, in addition to all outstanding Fees and charges during suspension or termination, remaining MSP balance of the high speed internet monthly fees (calculated at the price before discount) as the agreed liquidated damages for the early termination the agreed liquidated damages for early termination.

8.5 In the event that the telephone line used as a medium to connect to the Service is disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly subscription fee for the Service.

8.6 Where Customer subscribe the Service with TM's offer for free subscription fee for a duration of an agreed period but terminates the Service prior to the expiry of the Minimum Subscription Period, Customer shall be liable to pay TM the Fees for the duration of the free subscription period and any outstanding amount thereof will be included in TM's bill.

8.7 TM shall have the right to charge the Customer with RM26.50 processing fee per service number for any request to change the Telephone or Voice Number made by the Customer after service activation.

8.8 Any request for transfer of account ownership will be subject to RM10.60 processing fee.

## **9. Payment, Billing and Credit Limit**

9.1 In the event the amount stated in TM's bill or any part thereof remains unpaid after the due date, TM reserves the right to charge the Customer late payment interest on the unpaid sum as aforesaid at the rate of 1% per month. The penalty will be calculated from the due date to the date of full payment.

9.2 TM will issue the bill on monthly basis and the billing date will commence from the Activation Date of the unifi Service.

9.3 For the purpose of ensuring that Customer continuously receives bill for the subscription of the Service, Customer shall be fully responsible on the accuracy of his billing address, email address and mobile telephone number as provided in the Application Form is valid. Online bill will be made available to Customer on monthly basis via Online Customer Centre portal and

Customer agrees to verify bill made available online from time to time. Customer may select to subscribe for printed/paper bill at a fee of RM2.12 per month (charges will be implemented until further notice) or at such other fee as may be reasonably determined by TM from time to time. Customer has the obligation to inquire TM in the event that Customer has not received the bill within the expected period. Customer hereby acknowledges that failure by Customer to check and verify bill via online or the non-receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to withhold or delay payments to TM. Customer agrees that statement of account as provided in the bill or any other statement of account for the subscription of the Unifi Service issued by TM and the amount stated thereunder shall be conclusive evidence in any proceedings between the Customer and TM and shall be final and binding against the Customer save and except for any manifest error.

9.4 TM shall investigate any billing dispute upon written submission of billing dispute is made by the Customer to TM within thirty (30) days from the date of a bill. Determination by TM of any billing dispute upon any reasonable investigation made and on the basis of reasonably sufficient supporting documents shall be final and conclusive upon the Customer.

9.5 Without prejudice to any other rights of TM, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Service and/or place the Customer on TM's blacklist in the event of failure by Customer to pay any outstanding amount for the Service. Suspension of the Service as a result of breach by the Customer or by Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and Customer agrees to pay TM the aforesaid payment when due.

9.6 Customer agrees that TM at its discretion may implement credit limit to Customer's usage of the Service subject to prior notice to Customer via written notice or email or notification and updates via TM's website. If implemented, Customer further acknowledges that TM may suspend Customer's usage of the Service once the credit usage has reached or exceeded its limit. Customer further understands that credit limit as may be imposed by TM to its customers may vary with each customer. Prevailing credit limit (if any) shall be specified in the Bill.

9.7 Customer shall be responsible to observe the credit limit as imposed and TM shall not in any way be responsible in ensuring that Customer's usage of the Service will not be exceeds the credit limit.

9.8 Further, Customer acknowledges that TM may, at its absolute discretion terminate the Service in the event of failure by Customer to pay any outstanding sum for the Service as and when it falls due or has exceed its credit limit, for failure by Customer to pay any outstanding amount of subscription fee or charges for any of TM's or its affiliates' other services and subscribed by the Customer.

9.9 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by TM to Customer, TM reserve the right to use/offset any over payment amount so paid by Customer from time to time including any deposit paid, any proceeds when any bank guarantee is being called upon or, from any other payments paid by Customer, to clear any undisputed outstanding fee or charges for Customer's subscription of Unifi Service or for undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM (registered under Customer's name with similar Company Number or Business Registration Number). In the event where there is

no outstanding amount under any account, TM shall refund any over payment made to Customer.

9.10 TM reserves the absolute right to impose payment or requirement of deposit by way of cash or bank guarantee or such other form as may be acceptable to TM. Customer agrees that deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from Customer in the event of termination or suspension of the Service due to breach by Customer of the terms and conditions herein or for the purpose of set off for any undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM.

9.11 TM may at any time and for a period to be solely determined by TM, offer any rewards, discounts or other benefits to the Customer for the subscription of the Service / Value Added Service / Add-Ons / Sales Campaign. Further TM has the right to discontinue or change the Benefits or replace the terms of such Benefits at any time without prior notice.

## **10. Alteration/Modification**

10.1 Any alteration, modification, restoration, investigation, updates, enhancement, upgrades or changes to TM's network, the unifi Service or Service configuration, TM's product offerings or to any related equipment owned by TM (due to upgrades to TM's network or enhancement or change of technology, amongst other) will be at TM's sole discretion and TM has no obligation to provide you notice of such changes or enhancement.

10.2 In the event of relocation of the unifi Service following your request, any alteration, modification, restoration, or investigation to the unifi Service or configuration is chargeable to you at a rate as specified in the Application Form or any other rate as may be specified by TM from time to time. You must notify TM prior to relocation of Installation Address. Where TM agrees to provide the unifi Service at the relocated premise, the one time fee of RM318.00 shall be imposed on you. You must ensure that TM's Equipment to be relocated is in good order and working condition and provide TM with new installation address and billing address (if applicable). TM has the right to terminate the unifi Service if TM is unable to perform relocation work as requested, for any reason whatsoever in which event, You will return TM's Equipment (for equipment that is still under warranty only) that comes with the unifi Service subscription.

## **11. Change of Service Package Plan/Webhosting**

11.1 Subject to Clause 11.2 and 11.3 hereinafter mentioned, the Customer may upgrade the Service package plan during the Minimum Subscription Period.

11.2 Any request by the Customer for upgrades or downgrades of its Service package plan at any time during the Minimum Subscription Period shall be subject to TM's written approval which approval shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees (for downgrade only) will be charged to the Customer at a rate specified by TM from time to time.

11.3 Customer is only allowed to upgrade or downgrade the Service package plan after the expiry of two (2) working days from the installation date.

11.4 A new Minimum Subscription Period will be imposed (refresh) upon any request for upgrade or downgrade from any unifi VIP or unifi BIZ packages to unifi lite/advance/pro or unifi biz lite/biz advance/biz pro.

11.5 Customer agrees that the availability of web hosting shall be subject to the following conditions namely (a) applicable only for new domain registration; and (b) the transfer of existing domain is strictly prohibited; and (c) any request by Customer to TM for modification of domain upon its activation shall be subject to TM's prior agreement and if agreed, upon such further requirements and imposition of fee as shall be determined by TM at its absolute discretion.

## **12. Customer's Responsibilities**

12.1 The Customer shall:

1. be responsible for the set-up or configuration of Customer's Equipment for access to the Service;
2. ensure its readiness for installation of the Service on the appointment date in accordance with Clause 7 hereof;
3. comply with all reasonable notices or instructions given by TM from time to time in respect of the use of the Service;
4. be solely responsible for obtaining, at its own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
5. comply with the rules of any network to which the Customer has access to the Service;
6. comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communications and Multimedia Act, 1998;
7. be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
8. obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
9. be responsible for ensuring that the Customer's personal computer is equipped with network card;
10. provide basic infrastructure for installation of the TM's Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the TM's Equipment from TM, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;
11. be responsible for any change and cost associated to any modification made to the external or internal wiring for connectivity of the Service. If Customer attend to any renovation work that obstruct any access to any drop wire termination point, any necessity for the relocation of drop wire termination point as determined by TM shall be at Customer's cost. Save as aforesaid, any cost associated with relocation of drop wire termination point solely as a result of TM's requirement shall be borne by TM;
12. pay and settle all fees and any other charges due to TM in accordance with this Agreement;
13. abide and adhere to the terms and conditions of this Agreement inclusive of the additional terms and conditions as specified in Schedule 1 hereof and the terms and conditions as specified under the Application Form; and
14. be responsible to maintain in good condition any TM's Equipment. In the event any of the TM's Equipment is faulty, lost or damaged due to any fault or negligence of the

Customer, the Customer will have to bear the cost of the TM's Equipment according to its depreciated value, as reasonably determined by TM.

### **13. Prohibited Use**

13.1 The Customer shall:-

1. not use the Service for any unlawful purpose including without limitation for any criminal purposes;
2. not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
3. not compromise or infect any systems with computer viruses or otherwise;
4. not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
5. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
6. not share the Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed;
7. not resell or sublet the Service to any third parties without prior written consent from TM; and,
8. not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other customers or efficiency or security as a whole.

### **14. Security and Other Features**

14.1 The Customer shall take all such measures as may be necessary to protect its own system and network.

14.2 The Customer shall be responsible for the safety, security and maintaining the confidentiality of their passwords, and/or user identification, if any, (including without limitation changing their passwords or user identification from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only their user identification. TM disclaims any liability for any unauthorized use by third party of any password or user identification of Customer.

14.3 The Customer shall report to TM within twenty four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access to the Service using the User Account, user identification or password by any third party and TM shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

### **15. TM's Equipment**

15.1 In connection with any TM's Equipment that may be provided by TM for use of the Service the Customer shall:

1. take appropriate measures to safeguard the TM's Equipment;
2. properly maintain and keep the TM's Equipment at a safe place;

3. adhere to all instructions and notice (written or otherwise) given by TM from time to time regarding the use of such TM's Equipment;
4. be responsible for all costs of repairs incurred in relation to the TM's Equipment in the event it is proven that any fault in such TM's Equipment whether by act or omission is caused by the Customer;
5. return and surrender the TM's Equipment to TM in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Service;
6. be liable to pay TM for any TM's Equipment which the Customer fails to return or surrender to TM upon termination of the Service;
7. not hold TM liable in the event that the Customer's Equipment and/or other devices is damage due to, including but not limited to, flood or fire or lightning strike whilst using the TM's Equipment; and
8. not hold TM liable or responsible in the event that TM are unable to replace or change the TM's Equipment to a similar model or type as the existing TM's Equipment and TM reserves the right to replace the TM's Equipment to any model or type available at the relevant time, at TM's sole discretion.

15.2 In the event of any interruption, loss or unavailability of the Service and/or any technical faults encountered with the TM's Equipment, the Customer may request for technical support and basic troubleshooting of the same from TM. Upon visiting the Installation Address, if TM and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the TM's Equipment or TM's network, then TM reserves the right to impose reasonable charges at the rate as specified in the Application Form or any other rate as may be prescribed by TM from time to time for the visit to the Installation Address.

## **16. Customer's Equipment Installation**

16.1 The Customer shall prepare all applicable Customers' Equipment at the Installation Address in accordance with Clause 7 herein and/or any other specifications TM may provide to the Customer in relation to the Service. The Customer shall further ensure that the said Customer's Equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's Equipment by TM.

16.2 The installation of the configuration and software for the Customer's Equipment can be conducted by the Customer themselves as per TM's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.

16.3 In the event that the Installation Address is located at high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Service, as the case may be, the Customer shall ensure that it has obtained such consent to enable TM and/or its appointed contractor to attend to the installation without any disruption.

16.4 TM shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer.

16.5 TM and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Service, or other loss or damage suffered

by the Customer which arises from or is caused by the Customer's Equipment, whether connected to TM's Equipment or otherwise.

16.6 In the event the Customer requests for TM's appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's Equipment and TM's appointed contractor agrees to render such assistance, TM will not be involved or be responsible for any fees or charges for such additional support services which TM's appointed contractor may impose on the Customer. TM shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's Equipment by any appointed contractor.

### **17. Lawful Purpose**

The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials.

### **18. Suspension of Service**

18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM of any previous breach by the Customer, TM may, without prior notice, suspend the Service for a period determined by TM in its sole discretion for any reason whatsoever and/or, in the event that:

1. any Fee and/or payment due hereunder for the Service provided is not settled in full on due payment date;
2. there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
3. the Customer fails to comply with the terms of this Agreement;
4. any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM's Equipment or systems.

18.2 In the event of any suspension of the Service by TM in accordance with Clause 18.1(i) and Clause 18.1(ii) hereof, TM may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended. TM shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM from time to time.

18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM to continuously bill the Customer for the Fee and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Service by TM, the Customer will still be liable to pay the Fee for the Service during the period of suspension. Further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by TM from time to time.

## **19. Change of Customer's Details**

The Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes. Failure by the Customer to notify TM of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.

## **20. Termination**

20.1 Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement, in the event:

1. the other breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
2. the other become or threatens or resolves to become insolvent or compounds with or makes arrangements with its creditors or goes into liquidation whether voluntarily (save for the purpose of a bona fide amalgamation, merger, consolidation or reconstruction without insolvency) or compulsorily; or has a liquidator, trustee, receiver or manager or receiver and/or manager appointed in respect of its business or undertaking or possession of its property or assets is taken by or on behalf of its creditors or debenture holders secured by a floating charge; or ceases or threatens to cease to conduct its business in the usual or normal manner; or has an order made or a resolution passed for its winding up, otherwise than for the purposes of a reconstruction, merger, consolidation or amalgamation; or makes any application under Section 176, Companies Act 1965 (Act 125) or commences any similar proceeding or application under any laws, by-laws, regulations, rules or otherwise, or any procedures relating to reconstruction, adjustment of its debts, compromise or arrangements with its creditors; or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
3. any Force Majeure Events occurs, which continues for a period of more than sixty (60) days.

20.2 Without prejudice to any other rights or remedies of TM under this Agreement or at law, TM may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:

1. fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or,
2. is in breach of any provision under Communications and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.

20.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, without prior notice and without penalty, if:

1. the Customer fails to make payment of any of the Fees, charges and/or any sum due to TM as and when it falls due.
2. there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
3. the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the reasonable opinion that such breach cannot be tolerated; and/or,

4. the Customer provided false or incomplete information to TM.

20.4 Such termination, as hereinbefore mentioned in Clauses 20.1 or 20.2 or 20.3, shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

20.5 Subject to Clause 3.2, Clause 4.2 and Clause 8.4 aforementioned, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Cancellation or unilateral termination by Customer for any reason whatsoever shall only be done by Customer in person at any TMpoint outlet.

20.6 Upon termination of the Service or the Agreement, all monies owing by the Customer to TM shall immediately become due and payable and the Customer shall upon demand by TM settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the TM's Equipment (if any) to TM in a good condition (fair wear and tear excepted).

20.7 Any Fee and/or charge paid by the Customer to TM pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer or if the Service is terminated by TM in pursuant to the terms of this Clause 20.

## **21. Disclaimer/Limitation of Liability**

21.1 The Service is provided on "best effort" basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service and/or TM's Equipment for a particular purpose of the Customer. Customer acknowledges that TM does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the Service. TM does not guarantee nor provide any warranties whatsoever that the Service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise discretion when using the Service at all times and TM shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the Service.

21.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Service or TM's Equipment provided by TM hereunder. TM's liability (if any) is limited to restore the Service and if necessary, to replace TM's Equipment or any part thereof if TM determines that the TM's Equipment is not in working conditions or faulty not due to the Customer's act or omission.

21.3 TM shall not be liable in the event that the Customer's own equipment and/or other devices are damage due to Force Majeure Event. TM's liability (if any) during installation and/or restoration of any reported faulty of the TM's Equipment shall not cover the wiring or cabling connecting the TM's Equipment or the Customer's equipment and the building management corporation or the building owner power house.

21.4 TM shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars unless due to gross negligence or willful default of TM.

21.5 While every care is taken by TM in the provision of the Service, TM shall not be liable for any loss of information or data howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service unless due to gross negligence or willful default of TM.

21.6 The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Service, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

## **22. Indemnity**

22.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, its servants or agents.

22.2 Customer understand that the Service is provided on best effort basis TM shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or willfull fault of TM. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Service only.

## **23. Confidential Information**

Save and except with the prior written consent of the other Party or as otherwise expressly permitted under this Agreement,, either Party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and performance of the Service.

## **24. Compliance with applicable laws**

The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Service or otherwise, including but not limited to Communications and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by- laws, rules and regulations issued by relevant government bodies and/or authorities.

## **25. Variation**

TM shall reserves the right to amend the terms and conditions herein contained at any time if amendment is reasonably necessary in the interest of and for ensuring a fair level of availability of the Service to a majority of TM's subscribers and the Customer shall be bound

by the amended terms and conditions. Notice of the amendment may be given by TM to the Customer in such manner as TM deems appropriate.

## **26. Severability**

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

## **27. Assignment**

The Customer shall not assign any of its rights interest or obligations under this Agreement to any other person whatsoever except with prior written approval of TM. TM may assign its rights interest or obligations or novae this Agreement or any part thereof to any body corporate which is a parent company, subsidiary or related company of TM and consent for the abovementioned is hereby given by the Customer.

## **28. Binding on Successors**

These terms and conditions shall be binding upon the successors and permitted assign of the Customer and upon the successors, substitute and/or assigns of TM.

## **29. Indulgence and waiver**

29.1 No delay or indulgence by TM in enforcing any term or condition of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.

29.2 Failure by TM to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

## **30. Notice**

All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at their address set out in the application form for the Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.

## **31. Force Majeure**

Neither party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either party's employees), electricity or power failure, cable cut, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party

is responsible or any other cause whether similar or dissimilar outside either party's control. The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days notice to the other party, in the event that the Force Majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.

### **32. Governing Law and Court Jurisdiction**

This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

### **33. Costs and Taxes**

33.1 The Customer shall bear the stamp duty on this Agreement and/or the Application Form, as the case may be.

33.2 Any cost incurred in relation to preparation and legal vetting of this Agreement shall be borne by the Parties respectively.

33.3 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the unifi Service by TM. In particular, where Service Tax ("ST") is applicable to TM as the supplier under this Agreement, TM is entitled to charge the ST payable to the Government on the Service and/or any TM services or equipment supplied to the Customer.

33.4 If the fees, charges, damages or any other monies due hereunder by the Customer to TM shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM's solicitors fees and any other fees or expenses reasonably incurred in respect of such collection or as may be determined by the Court of law.

### **34. Customer's Warranties and Acknowledgement**

34.1 The Customer hereby warrants that:

1. it has the legal capacity to enter into this Agreement; and
2. it has the required corporate/firm's authority to enter, execute and be bound by the terms and conditions of this Agreement.

34.2 The Customer acknowledges that:

1. they have read and fully understood all the terms and conditions of this Agreement upon the signing of the Application Form in addition to the terms and conditions accompanying the Application Form and agrees to be bound by the same upon TM accepting the application;
2. the details and documents provided to TM together with the Application Form are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organization or body;

34.3 The Customer further acknowledges that TM reserves the right to reject the application by providing Customer with the basis for any rejection or require the Customer to furnish further details or documents as TM deems fit.

### **35. Customer's Information and Privacy Notice**

Customer understand that by submitting the Application Form and subscribing to the Service, Customer is providing information to TM including where applicable, personal data. Any personal data provided by the Customer to TM in connection with the Application Form / Service shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit <https://www.tm.com.my/Documents/TM%20Privacy%20Notice.pdf> TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data.

### **36. Online subscription from unifi.com.my**

- 36.1 The Customer undertakes that any representation made is legitimate and TM reserves the right to rely on the representation in order to proceed with the online subscription. TM reserves the right to make further inquiry to the applicant in the event of any uncertainty of the online representation made by Customer or its authorised representative.
- 36.2 The Customer undertakes any documentation presented for the purpose of online subscription is true, accurate, current and complete and shall be kept in TM's record and is be admissible in any court of law and conclusive documents.
- 36.3 Customer shall be subjected to Advance Payment (unless otherwise advised by TM) for application made through unifi.com.my

### **Additional Terms and Conditions**

1. The Service will be applicable for the Installation Address within the selected areas of HSBB and for business customer only.
2. TM reserves the right to terminate the Service in the event that the Customer wishes to relocate the Installation Address to any non-HSBB area.
3. Upon receipt by TM of all the supporting documents, TM shall register the Customer's application and verify and confirm availability of the Service at the Customer's Installation Address as stated in the Customer's Application Form.
4. Upon sign off, a site survey will be conducted by TM or its appointed contractor at the Installation Address to verify and confirm availability of the Service at the Installation Address. The Customer acknowledges and agrees that the installation of the relevant TM's Equipment or other equipment for the Service will require several construction works. Any requirement by Customer for the installation of wiring inside any wall of Installation Address shall be at Customer's cost and engagement of external contractor for such purpose shall be Customer's sole responsibility. TM however may provide Customer with the list of its panel contractors for Customer's consideration and assessment, at Customer's own risk.
5. The availability of the Service at the Installation Address shall be subject to technical testing.
6. Voice services are limited to voice service conditioning. New service number for the Voice Services will be assigned to the Customer, which is the maximum of one (1) service number per customer.
7. Charges for the usage of voice services for service number as specifically assigned for the Service under this Agreement will be imposed by TM to the Customer at TM's pre-determined rates. In addition to the aforesaid, charges for value added services including but not limited to internet or voice services shall be charged at TM's pre-determined rate or rates.

8. In the event that the Customer wish to terminate their current services, TM will not guarantee such prior service will be provided.
9. Subject to Item 8 as aforesaid, in the event that the Customer wish to terminate the services provided hereunder and wish to activate their existing services, a minimal of seven (7) Working Days will be required by TM for such activation.
10. Customer hereby acknowledges their awareness that any telephone used and equipment associated with the service offering will be powered by electricity. Customer agrees that any inability or failure to use the telephone or related equipment or the Service due to failure in the supply of electricity is beyond the reasonable control of TM and shall be at Customer's sole risk and TM shall not be liable for any loss or damage in consequence thereof.
11. In the event of any loss or damage of the TM's Equipment, the Customer will reimburse the cost of the said equipment as agreed liquidated damages as follows:
  1. Set-Top-Box (STB) RM300
  2. Broadband Termination Unit (BTU) RM500
  3. Residential Gateway (RG) or Premise Gateway (PG) RM188.68
  4. Single Line Telephone RM 35.00 or Cordless Phone RM74.00