# **Terms & Conditions for SME Step Forward: SME Value Biz Campaign**

These Terms and Conditions for SME Step Forward: SME Value Biz Campaign ("Campaign's T&C") must be read together with General "unifi Biz T&C", "Mesh Wi-Fi T&C", "unifi eCommerce Hub T&C", "unifi Cloud Storage T&C", "Kaspersky Small Office Security T&C" and "FAQ SME Step Forward: SME Value Biz Campaign" as available in 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 the abovementioned T&C but only to the extent of 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 T&C, from time to time without prior notice to the customer. By participating in the Campaign, Customers 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.

This T&C will be divided into the following sections:

- 1.0 The Campaign
- 2.0 Campaign Offering: SME Value Biz ("Value Biz")
  - 2.1 Overview of SME Value Biz
  - 2.2 Package Offering Details
- 3.0 General T&C

#### 1.0 THE CAMPAIGN

- a) The SME Step Forward: SME Value Biz Campaign ("Campaign") organized by Telekom Malaysia Berhad ("TM") is targeted to new TM business customers (New Installation "NI") and existing unifi Business Broadband customers who are interested to subscribe to unifi Business (Migration Business Broadband to unifi Business "MTU").
- b) SME Value Biz Offering ("SME Value Offering") is one of the campaign offering ("Campaign Offering") under this Campaign and shall commence from 22<sup>nd</sup> June 2022 until further notice by TM ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- c) Customer can subscribe to the Campaign Offering from the following touchpoints:
  - TMpoint outlet/TM Authorised Dealer
  - TM Authorised Resellers
  - TM Biz Rovers sales representative
  - Account Executives (Sales representative)
  - o TM Direct Sales (District level sales representative)
  - TM Sales Retention Centre (TMSRC)
  - TM unifi Centre (TMUC)
  - o Call TM 100
  - Live chat in myunifi app (digital channel)
  - o unifi portal at https://www.unifi.com.my/business (digital channel)

- d) Should there be any inquiries, customer can reach out to TM via the medium below:
  - a) TM digital channels:
    - i. myunifi app (available for Android and iOS)
    - ii. unifi portal at https://www.unifi.com.my/business
    - iii. unifi online community forum at community.unifi.com.my
    - iv. Email help@tm.com.my
    - v. Facebook https://www.facebook.com/weareunifi/
    - vi. Twitter https://twitter.com/helpmeunifi

# b) TM touchpoints:

- i. Any TMpoint outlet/TM Authorised Dealer
- ii. TM Authorised Resellers
- iii. TM Biz Rovers sales representative
- iv. Account Executives (Sales representative)
- v. TM Direct Sales (District level sales representative)
- vi. TM Sales Retention Centre (TMSRC)
- vii. TM unifi Centre (TMUC)
- viii. Call TM 100
- e) The Campaign is subject to TM infrastructure readiness and port availability at the customer's installation address.
- f) The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information (including picture) 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 <a href="https://unifi.com.my/lsds/assets/documents/privacynotice.pdf">https://unifi.com.my/lsds/assets/documents/privacynotice.pdf</a> for details.

## 2.0 CAMPAIGN OFFERING: SME VALUE BIZ ("VALUE BIZ OFFERING")

# 2.1 Overview of SME Value Biz Campaign

- a) Customers who subscribe to SME Value Biz Offering will be entitled for solution bundling with connectivity at discounted price throughout the contract of twenty-four (24) months for application made within the Campaign Period.
- b) The Campaign offerings shall be clearly illustrated as per the following table:

Category	Campaign Offering: SME Value Biz ("Value Biz Offering")		
Type of customers	<ol> <li>New TM business customers (New Installation "NI"); or</li> <li>Existing unifi Business Broadband customers who are interested to subscribe to unifi Business (Migration Business Broadband to unifi Business "MTU")</li> </ol>		
Subscription rules	Customers are required to choose one selection from category (1) AND one selection from category (2)		
	unifi Biz		

Category (1):	unifi Biz 100 Mbps
Internet Connectivity	unifi Biz 300 Mbps
	unifi Biz 500 Mbps
	unifi Biz 800 Mbps
Category (2):	unifi eCommerce Hub
Solution	unifi eCommerce Hub Starter
	unifi Cloud Storage
	unifi Cloud Storage Basic
	unifi Cloud Storage Standard
	Kaspersky Small Office Security
	Kaspersky Small Office Security Starter
Campaign discount ("Discount")	Entitled for solution bundling with connectivity at discounted price throughout the contract of twenty-four (24) months when apply within campaign period

(individually or collectively referred to as "Campaign Package")

- c) By subscribing to the Campaign, Customer is subjected to the twenty-four (24) months contract period for the internet Connectivity and twelve (12) months for the solution.
- d) The Discount will only be awarded to the Customers for twenty-four (24) months only and the subscription of the Campaign Package shall be automatically converted to the commercial package rate starting from the twenty-fifth (25<sup>th</sup>) month onwards.
- e) For the subscription of Internet Connectivity with the speed of 300Mbps, 500Mbps or 800 Mbps, Customer will be entitled to get Wi-Fi 6 Certified Router and Wi-Fi 6 Certified Mesh with no additional charge.
- f) The terms and conditions for unifi eCommerce Hub, unifi Cloud Storage and Kaspersky Small Office Security are applicable. For further details on the unifi eCommerce Hub, unifi Cloud Storage and Kaspersky Small Office Security, please visit the respective terms and conditions for the Solution and the FAQ for SME Step Forward: SME Value Biz Campaign.

#### 3.0 GENERAL T&C

#### a) Other Campaign Privileges

Customer is entitled to enjoy the following privileges for their package subscription i.e. Complete Business Solutions in order to meet Customer's business needs:

- i. Marketing and Omnichannel Solutions;
- ii. Financial Solutions;
- iii. Premium Support; and
- iv. Productivity Booster

For more info on the above campaign privileges, kindly visit <u>unifi Business Club (uBC) portal</u>.

## b) Termination

- Any termination of Solution within Discount contract period will impact the Discount entitlement whereby customer will no longer entitle for the Discount on connectivity.
- ii. Customer who wish to cancel/terminate their subscription to the Package may request for service termination at TMpoint or TM Contact Centre via 100.

- iii. Early termination charges based on the Package fee remaining months (calculated at the price before discount) will be imposed for termination within the contract period.
- iv. Early termination charges shall be described in the following table:

Category	Contract Term	Early Termination Fee (RM)
Internet connectivity (unifi Biz) + Solution (unifi eCommerce Hub)	24 months (Internet Connectivity) 12 months (Solution)	Package fee X remaining months
Internet connectivity (unifi Biz) + Solution (unifi Cloud Storage)	24 months (Internet Connectivity) 12 months (Solution)	Package fee X remaining months
Internet connectivity (unifi Biz) + Solution (Kaspersky Small Office Security)	24 months (Internet Connectivity) 12 months (Solution)	Package fee X remaining months

# c) Relocation and Transfer of Ownership

- i. Relocation of address is allowed subject to infra service availability when subscribing to the package. However, if there are changes in terms of infra or technology (FTTH to VDSL), Customer may no longer be able to enjoy the same plan and will required to downgrade within the same offerings under the Campaign.
- ii. Transfer of ownership is strictly not allowed within the Discount Period. Such transfer will only be allowed starting from the twenty-five (25<sup>th</sup>) month onwards, subject to the terms and conditions for transfer of ownership.

## d) 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.

#### e) Confidentiality

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential and TM Privacy Notice shall apply. For more info, please visit TM Privacy Notice.

# f) Variation

TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.

## g) Indemnity

Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions

on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the Campaign Package during the subscription.

#### h) Force Majeure

TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

# i) Severability

If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

# j) Prioritization of Documents

In the event there is any inconsistency of the provisions under this terms and conditions, the Existing Package Terms and Conditions and Terms of Use, the following order of precedence shall apply:

- i. This Campaign Terms and Conditions;
- ii. Existing Package Terms and Conditions, namely:
  - unifi Biz T&C
  - Mesh Wi-Fi T&C
  - unifi eCommerce Hub T&C
  - unifi Cloud Storage T&C
  - Kaspersky Small Office Security T&C
     As available at unifi Portal
- iii. Our Terms of Use
- iv. FAQ SME Step Forward: SME Value Biz Campaign

[End of Terms and Conditions]