

Terms & Conditions for SME Biz Deal Campaign

These Terms and Conditions for SME Biz Deal Campaign ("Campaign's T&C") must be read together with General "unifi Business T&C", "Mesh Wi-Fi T&C", "unifi eCommerce Hub T&C", "unifi Cloud Storage T&C", "Kaspersky Small Office Security T&C", "Digital Marketing Solutions T&C" and "FAQ SME Convergence 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 above mentioned 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 Convergence
 - 2.1 Overview of SME Convergence
 - 2.2 Package Offering Details
- 3.0 1Gbps and 2Gbps Plan
- 4.0 General T&C

1.0 THE CAMPAIGN

- a. The SME Biz Deal 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 Biz Deal Offering is one of the campaign offering ("Campaign Offering") under this Campaign and shall commence from 1st March 2023 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:
 - Unifi portal at <https://www.unifi.com.my/business>
 - Live Chat in MyUnifi app or at maya.unifi.com.my
 - TMpoint outlets
 - TM Authorised Dealers or TM Resellers
 - TM Biz Rovers sales representatives
 - Account Executives
 - Call TM 100 (choose option 4)

- d. Should there be any inquiries, customer can reach out to TM via the medium below:
- a) TM digital channels:
 - Myunifi app (available for Android and iOS)
 - unifi portal at <https://www.unifi.com.my/business>
 - Email - help@tm.com.my
 - Facebook - <https://www.facebook.com/weareunifi/>
 - Twitter - <https://twitter.com/helpmeunifi>
 - b) TM touchpoints:
 - Any TMpoint outlet/TM Authorised Dealer
 - TM Authorised Resellers
 - TM Biz Rovers sales representative
 - Account Executives (Sales representative)
 - Call TM 100 (choose option 4) or TM Sales Retention Centre (TMSRC)
- 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 https://tm.com.my/sites/default/files/Documents/TM_Privacy_Notice_2023.pdf for details.

2.0 OVERVIEW OF CAMPAIGN

- a) The campaign's offerings are for the new and existing Unifi business customers. By subscribing to this Campaign, Customer is entitled to enjoy Internet Connectivity with solution bundling at a special discount rate which is applicable for subscription to unifi Business 100Mbps and above only ("Campaign package").
- b) SME customers will enjoy the following complementary benefits during the subscription period of the Campaign:
- CariCari eCommerce Marketplace: An online marketplace that helps business owners connect to buyers and enabling business owners expand their business in digital space.
 - Masterclass: Boost up digital knowledge with business workshops and training.
 - SME Premium Lane at TM 100 for any enquiries (available daily from 8.00 a.m. – 10.00 p.m.)
- c) Customers are required to choose one selection from Category (1) AND minimum one (1) selection from Single solution OR one (1) selection from Multiple solutions in Category (2):

Category 1	Category 2
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<p>Unifi Biz plan</p> <ul style="list-style-type: none"> • Unifi Biz 30 Mbps • Unifi Biz 100 Mbps • Unifi Biz 300 Mbps • Unifi Biz 500 Mbps • Unifi Biz 1Gbps • Unifi Biz 2Gbps 	<p>Single solution:</p> <p>eCommerce Hub</p> <ul style="list-style-type: none"> • eCommerce Hub Starter • eCommerce Hub Standard <p>Cloud Storage</p> <ul style="list-style-type: none"> • Cloud Storage Basic • Cloud Storage Standard • Cloud Storage Advance <p>Kaspersky Small Office Security (KSOS)</p> <ul style="list-style-type: none"> • Kaspersky Small Office Security Starter • Kaspersky Small Office Security Standard <p>Digital Marketing Solutions (DMS)</p> <ul style="list-style-type: none"> • Digital Marketing Solutions Starter • Digital Marketing Solutions Standard <p>Multiple solutions:</p> <ul style="list-style-type: none"> • Cloud Storage Basic + Kaspersky Small Office Security Starter • Cloud Storage Standard + Kaspersky Small Office Security Starter
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Note:

- The maximum number of solution allowed to be subscribed under the Campaign Package is two (2) solution only.
 - For multiple solutions selection, the available solutions are Cloud Storage and Kaspersky Small Office Security only. eCommerce Hub and Digital Marketing Solutions are not available to be selected for multiple solutions.
- d) 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. Any movement of the Campaign Package (upgrade or downgrade) during the contract period is strictly not allowed. Any change of plan shall be subjected to contract refresh and the price will revert to current commercial price.
- e) For the subscription of Internet Connectivity with the speed of 300Mbps and 500Mbps. 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, Kaspersky Small Office Security and Digital Marketing Solutions are applicable. For further details on the unifi eCommerce Hub, unifi Cloud Storage, Kaspersky Small Office Security and Digital Marketing Solutions, please visit the respective terms and conditions for the Solution and the FAQ for SME Biz Deal Campaign.

3.0 Unifi Biz 2Gbps & 1Gbps Plan

- a) The Unifi 2Gbps & 1Gbps Plans are offered to any NEW or existing Unifi Biz customers with a twenty-four (24) month contract.
- b) For every subscription, Customer will receive one (1) Certified Wi-Fi 6 Optical Network Router and one (1) Wi-Fi 6 certified Mesh.
- c) Unifi 2Gbps & 1Gbps Plan provision of the service is based on best-effort basis. Customer is advised to use compatible devices that can support the bandwidth speed for best experience.
- d) The promise on next day installation is not guaranteed and is still subject to the appointments slot availability.
- e) 2Gbps & 1Gbps Plans Customer will be entitled to a prioritized restoration where TM will restore the internet connection within 12 Business Hours (8.30AM – 5.30PM, Mon-Fri or according to state business days), however cut-off time for same day appointment is before 3.00PM.

3.1 Unifi 2Gbps bandwidth as aggregated offering

- a) The Unifi 2Gbps Plan is offered based on aggregated bandwidth, which means each LAN port of the Certified Wi-Fi 6 Optical Network Router bandwidth will not exceed 1Gbps per device. However, if used in combination, Customer will experience up to 2Gbps bandwidth.
- b) For Unifi 2Gbps Plan speed test purpose, Customer need to perform a concurrent wired speed test with minimum of two (2) separate devices (that can support up to 1Gbps speed per device) connected to two (2) separate LAN ports is required.
- c) Alternatively, Customer may also run speed test using the D-Link Wi-Fi Air Apps (downloadable from Google Play Store or Apple Apps Store).

4.0 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:

- Marketing and Omnichannel Solutions;
- Financial Solutions;
- Premium Support; and
- Productivity Booster

For more info on the above campaign privileges, kindly visit [unifi Business Club \(uBC\) portal](#).

b. Billing

Subscription to this campaign, customer will receive 2 separate bill as below:

Bill Type	Billing Date	Description
Bill 1: Broadband Bill	Billing period date as allocated	Broadband monthly fee with bundle discount will reflect in this bill
Bill 2: Solution Bill	Billing period on every 22 nd of the month	Solution monthly fee with no discounts

c. Termination

- a. Any termination of Solution within contract period will impact the discount entitlement whereby customer will no longer entitle for the discount on connectivity.
- b. Customer who wish to cancel/terminate their subscription to the Package may request for service termination at TMpoint or TM Contact Centre via 100.
- c. 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.
- d. Upon terminating the solutions, your current subscription plan will be changed to other plan and your broadband contract will be renewed to 24 months.
- e. Early termination charges shall be described in the following table:

Product	Contract term	Early Termination Fee (RM)
Broadband Plan	24months	Broadband fee X remaining months
Digital Solution	12months	Solutions fee X remaining months

d. Relocation and Transfer of Ownership

- a. 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.
- b. Transfer of ownership is allowed within the contract period of 24-months, subject to the terms and conditions for transfer of ownership.

e. 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.

f. 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](#).

g. 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.

h. Indemnity

Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM safe 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.

i. 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.

j. 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.

k. 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:

- a. This Campaign Terms and Conditions;
- b. Existing Package Terms and Conditions, namely:
 - unifi Business T&C
 - Mesh Wi-Fi T&C
 - unifi eCommerce Hub T&C
 - unifi Cloud Storage T&C
 - Kaspersky Small Office Security T&C
 - Digital Marketing Solutions T&C
- c. Our Terms of Use
- d. FAQ SME Biz Deal Campaign

[End of Terms and Conditions]