

## **CAMPAIGN TERMS & CONDITIONS**

### **Unifi Biz Deal 2.0 Campaign**

These Specific Terms and Conditions for **Unifi Biz Deal 2.0 Campaign** (“Specific Campaign T&C”) shall be read together with the General Terms and Conditions for Unifi Business (“Unifi Business T&C”), 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 Specific Campaign T&C shall prevail over the Unifi Business 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 Specific 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.

#### **1. GENERAL**

- a) **Unifi Biz Deal 2.0 Campaign** (“Campaign”) is brought to you by TM Technology Services Sdn Bhd. (“TM”). The Campaign shall commence from **14 June 2024 until further notice** (“Campaign Period”). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- b) The Campaign is offered to new and existing Unifi Business customer who subscribe to any of the Campaign Package (hereinafter defined) via available TM sales channel through TMpoint, Unifi Store , TM Sales Center, TM Reseller, TM Authorized Dealers, Unifi portal via [www.unifi.com.my](http://www.unifi.com.my) or via MyUnifi app.
- c) The services under this Campaign is at all times subjected to TM infrastructure readiness and port availability at the customer’s installation address.
- d) The Campaign Package (as hereinafter defined) comes with twenty-four (24) months minimum subscription period (“MSP”), depending on the Campaign Package subscribed. The MSP for this offering will deemed to begin upon successful installation and activation of Unifi Business Broadband package at Customer’s registered address.

#### **2. CAMPAIGN OFFERINGS**

- a) The offering under this Campaign, as per below:
  - i. Unifi Business Broadband with Digital Solution
  - ii. Unifi Business Broadband with Unifi Business Mobile and Digital Solution

*(Shall collectively or individually referred to as “Campaign Package”)*
- b) Unifi Business 100 to 300 package will enjoy free RM50 of talk time to all mobile and fixed lines nationwide. Any calls beyond RM50, charges will be as per below:
  - o Free calls from fixed to fixed; and
  - o RM0.12 from fixed to mobile
- c) Unifi Business 500 and above package will enjoy free RM70 of talk time to all mobile and fixed lines nationwide. Any calls beyond RM70, charges will be as per below:
  - o Free calls from fixed to fixed; and

- RM0.08 from fixed to mobile
- d) The applicable discount offered under the Campaign Package will only be effective once Unifi Business is activated, where the bill may be subject to pro rated charges depending on Customer’s billing cycle.
- e) The discount offered under the Campaign will be forfeited if Customer terminate any of the combination of service in the Campaign Package during the MSP. The remaining active service will be subject to prevailing retail price available at the time.

### **3. UNIFI BUSINESS BROADBAND WITH DIGITAL SOLUTION**

- a) Customer who subscribe to Unifi Business Broadband with Digital Solution Plan may choose own preferred solution plan. Customer may refer to this [Unifi Website](#) to know more about the available digital solution plan.
- b) The minimum subscription period for Unifi Business Broadband with Digital Solution Plan is twenty-four (24) months (“MSP”).
- c) Customer who sign up for Unifi Business Broadband with Digital Solution Plan is entitled for perpetual discount in their broadband bill if the solution remains active and not suspended.
- d) 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 Digital Solution and the FAQ for SME Biz Deal 2.0 Campaign.

### **4. UNIFI BUSINESS BROADBAND (300Mbps and above) WITH UNIFI BUSINESS MOBILE (UNI5G Mobile Business 69) AND DIGITAL SOLUTION**

- a) Customer who sign up for this bundle plan will be entitled with discount in their Business Broadband bill and RM10 rebate in their monthly Business Mobile Postpaid bill as long as customer broadband is active.
- b) Free 5G mobile device when subscribing to this plan (subject to upfront payment). Device type are subject to availability, may change to other model, colors or specifications . If there is any balance left from the upfront payment amount, that amount will be utilized to offset the early termination penalty.
- c) Any subscription of Unifi Business Broadband with Solution + UNI5G Business Postpaid 69 with device, Customer is subjected to the minimum subscription period of twenty-four (24) months.
- d) Customer will enjoy unlimited 5G data in their Business Mobile Postpaid.

## 5. DEVICE COLLECTION

- a) This device will be delivered within seven (7) working days to Customer's registered address upon successful registration to the Campaign Package.
- b) There are no additional charges for delivery of the device and the delivery service is available nationwide.
- c) Upon delivery, Customer must produce original NRIC (used during account registration) for identity verification purposes, failing which the customer may not be allowed to collect the product. Third-party collection is strictly not allowed.
- d) For any defective device received upon delivery, Customer should lodge a report to TM/unifi customer service within twenty-four (24) hours upon receiving the device via live chat at unifi.com.my or my unifi app. Replacement of the device may or may not be provided subject to defect assessment by the device manufacturer.
- e) If the report is made after twenty-four (24) hours, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- f) Estimated duration to replace the defective device is seven (7) working days and it is subject to stock availability & Customer's location.
- g) Customer is responsible to do self-inspection and testing upon receiving the device.
- h) The device offered for this campaign are supplied by third party partner. TM is not liable for any liability claims with regards to the additional feature service offered for the device.
- i) For any warranty claims related to the device, Customers are advisable to liaise with respective authorize service centers as listed below:
  - a) Samsung: <https://www.samsung.com/my/support/category/mobiledevices/mobile-device/>
  - b) Oppo: <https://support.oppo.com/my/>
  - c) Xiaomi: <https://www.mi.com/my/support/>
- j) Subject to absolute discretion by TM, if Customer determine to collect the device in person, device must be collected within the collection period and at such collection venue as determined by TM.

## 6. CAMPAIGN SUBSCRIPTION

- a) The campaign's offerings are for the new and existing Unifi business customers.

- b) Any existing subscription to Value Added Services (VAS) will be carried forward when the Customer opt-in to Campaign offering. The VAS is at all times subjected to Terms and Condition of the current existing VAS.
- c) Visual(s) of the Campaign Package shown in any advertisement, promotional publicity and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual item.

## **7. CHANGE OF PLAN**

- a) You are allowed to change your package within solution bundle plan and your contract will be renewed to 24 months after successful change of plan.
- b) Change of plan to Unifi Business Broadband Only plan is not allowed if the current plan is still within contract period. Customer must fulfilled the previous contract before eligible to change plan to Unifi Business Broadband Only plans.
- c) Any change of plan on Unifi Business Mobile plan, shall be subjected to early termination penalty (due to customer subscribes to plan with device)

## **8. CHARGES AND BILLING**

- a) Customer who subscribe to Unifi Business Broadband with Unifi Business Mobile Plan under this campaign will get two (2) separate bill for the monthly bill cycle:-
  - i. Unifi bill consisting of the monthly fees for Unifi Business and Digital Solution and
  - ii. Unifi Mobile bill (together with rebate amount)
- b) Customer will need to make separate payments accordingly to their subscriptions and is subject to different credit limit.
- c) TM will automatically update Customer's billing information in terms of package name and price once Customer's new package is being activated and upon successful change of plan.
- d) Upon successful activation of the new Campaign Package, the pro-rate charges from Customer's previous package for existing customers will be reflected in the next billing cycle of the new package.
- e) The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the new package charges.
- f) The waiver is not inclusive of any additional add-ons purchased on top of this Campaign. The payment for any additional add-ons on top of this Campaign will run as usual in Customer's monthly bill.

- g) TM Credit Limit Terms and Condition applies.

**9. TERMINATION**

- a) Upon subscription to the Campaign Package, Customer must observe and fulfill the Contract Period as mentioned in Clause 1 (d) of this Terms and Conditions herein. However, if the Customer wish to cancel/terminate their subscription to the Campaign Package while still serving the contract, Customer may submit the request for service termination via online medium Unifi portal, Unifi Contact Centre (UCC), with thirty (30) days termination notice upon submission of the termination request. Customer may also walk-in to the nearest Unifi Store outlet. Existing Unifi Business General Terms and Conditions shall apply.
- b) In the event of termination of any element of the Campaign Package (i.e.: Unifi Business Broadband, Unifi Business Mobile Postpaid or Digital Solution) will result in Unifi Business Mobile discount, Unifi Business Broadband discount will be discontinued or resulting to contract renewal of the service.
- c) Early termination charges based on the Campaign Package fee remaining months of Unifi Business Broadband Plan (calculated based on price before discount) will be imposed for termination within the contract period including any add on such as Unifi Business Mobile (device) and Digital Solution.
- d) The termination penalty will be based on the subscribed bundle as below:

Product	Contract Term	Early Termination Fee (RM)
Broadband Plan	24 months	Broadband fee X remaining months
Digital Solution	12 months	Solution fee X remaining months
Mobile with Device	24 months	(Device Recommended Retail Price (RRP) – (Device Selling Price) / 24 months) x remaining contract balance

**10. RELOCATION AND TRANSFER OF OWNERSHIP**

- a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign 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 family package.
- b) In the event, where relocation area do not have TM Infra , customer have the option to terminate current service and subject to early termination charges.
- c) During the contract period of 24 months, transfer of ownership is allowed for the Unifi Business Fibre plans only.

- d) However, transfer of ownership for the Digital Solutions, Unifi Business Mobile and devices is not possible at the moment. The Digital Solutions, Unifi Business Mobile and devices will remain under the current owner's account and will continue to be available as long as the Unifi Business Broadband plan remains active from the new owner's subscription. If the current owner decides to terminate the Digital Solutions and/or devices while still in contract, the remaining month(s) fees will be charged.

**11. VARIATION**

- a) 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 change, amend, vary, supplement, delete, or modify any of the terms and conditions from time to time without prior notice for the Campaign.

**12. CONFIDENTIALITY**

- a) Any personal data provided by the Customer to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit [TM Privacy Notice](#)

**13. GOVERNING LAW AND JURISDICTION**

- a) The Malaysian law governs these terms and conditions and the courts in Malaysia have exclusive jurisdiction.

**14. INDEMNITY**

- a) 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.

**15. FORCE MAJEURE**

- a) 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.

**16. SEVERABILITY**

- a) 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.

**17. MISCELLANEOUS**

- a) Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for Unifi Business Broadband and General Campaign terms and conditions shall continue to apply.
- b) Further enquiries relating to the Campaign can be channeled to TM Live Chat at <https://Unifi.com.my/chat/index.html>, tweet us @helpmeUnifi, message us at [facebook.com/weareUnifi](https://www.facebook.com/weareUnifi) for assistance or visit any Unifi Store nationwide.

**18. PRIORITIZATION OF DOCUMENTS**

- a) In the event there is any inconsistency of the provisions under this terms and conditions, Unifi Business terms and conditions, General Campaign terms and conditions and the Terms of Use, the following order of precedence shall apply:
  - i. This Campaign Terms and Conditions;
  - ii. Existing Package Terms and Conditions, namely:
    - a. unifi Business T&C
    - b. unifi eCommerce Hub T&C
    - c. unifi Cloud Storage T&C
    - d. Kaspersky Small Office Security T&C
    - e. Digital Marketing Solutions T&C
    - f. Our Terms of Use
    - g. FAQ SME Biz Deal 2.0 Campaign

[End of Terms and Conditions]

[The rest of page is intentionally left blank]