UNIFI BUSINESS DEVICE FIESTA 2025 TERMS & CONDITIONS

These Terms and Conditions for Unifi Business Device Fiesta 2025 ("Campaign T&C") must be read together with FAQ Unifi Business Device Fiesta 2025, General Unifi Business T&C, FAQ & T&C for Mesh Wi-Fi 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 subscribing 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.

1.0 THE CAMPAIGN

- a) The Unifi Business Device Fiesta ("Campaign") is organized by TM Technology Services Sdn Bhd ("TM"). The Campaign shall commence from 16 October 2025 until 30 June 2026 ("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 Unifi Business customers ("Customers") who subscribe to any of the Campaign Package (hereinafter defined) via available TM sales channel through:
 - i. Unifi website or MyUnifi app
 - ii. TMpoint or Unifi Store outlets
 - iii. TM Authorised Dealer & TM Resellers
 - iv. TM Biz Rovers sales representatives
 - v. TM Unifi Center (TMUC)
 - vi. Account Executives
- c) Every subscription of the Campaign Package is subject to a thirty-six (36) months minimum subscription period ("MSP"). The MSP for this Campaign Package will be deemed to begin upon successful installation Unifi Business Broadband service at customer's registered address.
- d) All new subscriptions to the Campaign Package are subject to a Credit Tip-Off Service (CTOS) status check. To be eligible for the Campaign Package, Customers must have a CTOS status of Good, Very Good, or Excellent. Customers must acknowledge and consent to the CTOS status check at the time of application.
- e) Should there be any inquiries, customer can reach out to TM via any communication medium below:
 - i. Any Unifi Store/TMpoint outlets nationwide
 - ii. Unifi Call Centre 100
 - iii. LiveChat at unifi.com.my or myunifi app
- f) The Unifi Business Broadband plan offered under the Campaign is subject to TM infrastructure readiness and port availability at the customer's installation address.

2.0 CAMPAIGN OFFERINGS

a) Under this Campaign, eligible Customers subscribing to any of the following Unifi Business Broadband plan will be entitled to the following offerings:

Speed	300Mbps	500Mbps	1Gbps	2Gbps
Connectivity	Download: 300Mbps Upload: 50Mbps	Download: 500Mbps Upload: 100Mbps	Download: 1Gbps Upload: 500Mbps	Download: 2Gbps Upload: 1Gbps
Devices	Combo Box (RG-BTU) + MESH WiFi 6		Combo Box (RG-BTU) + MESH WiFi 7	
Voice Plan	Pay Per Use TM Fixed Lines: 20 sen/min Mobile / Other Fixed Lines: 20 sen/min			
Smart TV	Sharp TV 43"	Sharp TV 55"	Sharp TV 65"	Sharp TV 75"
Contract Period	36 months			

(The above shall hereinafter referred to as "Campaign Package")

b) The Campaign Package shall be subject to further changes as advertised in Unifi website, at TM's absolute discretion, without prior notice to customer.

3.0 SMART TV READINESS

- a) TM has the absolute right to determine the brand, model, colour and specifications of the Smart TV.
- b) The Smart TV offered is subject to stock availability. TM reserves the right to substitute the Smart TV offered in the Campaign Package with the other Smart TV within the same screen size.
- c) TM shall not entertain any request to exchange (in terms of variant/model) upon successful delivery or exchanged to any cash term, rebate or a value for the Smart TV.
- d) Visual(s) of the Campaign Package shown in any advertisement, promotional publicity and other materials are solely for illustration purposes only and may not depict the actual item.
- e) The Smart TV are strictly non-transferable, assignable, exchangeable for cash or with any other item.

4.0 DELIVERY OF THE SMART TV

- a) The delivery process is expected to be made within thirty (30) calendar days upon successful order creation and is subject to stock availability.
- b) Delivery of the Smart TV is provided at no additional cost, and the service is available nationwide. However, customers are not permitted to change the delivery address. TM will deliver the Smart TV to the address provided by the customer, which will be the same address used for installation of their Unifi service.

- c) Customers in non-serviceable areas may proceed with their order and provide an alternative delivery address within a serviceable area, as TM is unable to deliver Smart Devices to the nonserviceable location. TM shall not be held responsible for delays or failed deliveries resulting from non-serviceable delivery addresses provided by the Customers.
- d) Customers hereby agree to receive an auto-generated email or SMS from TM with order summary inclusive of tracking number details upon successful Campaign order. Customers are responsible to manually track the delivery of the Smart Device using the order number at Biz Care Portal or Line Clear Portal.
- e) Customers are responsible to do self-inspection and testing upon receiving the Smart TV.
- b) For any defective Smart TV received upon delivery, the Customers must lodge a report within seven (7) days from delivery date to TM/Unifi customer service via live chat at unifi.com.my or Unifi Contact Centre via 100.
- c) If the report for the Smart TV is made after the stated period above, the case will be treated as a warranty claim and is subject to defect assessment by the device manufacturer. Replacement is not guaranteed and will depend on the outcome of the assessment.
- d) Estimated duration to replace the defective device is within seven (7) to twenty-one (21) working days and it is subject to stock availability & Customer's location.
- e) Upon receipt of the Smart TV, the Customers will be provided with a confirmation slip. This slip serves as proof of purchase and includes details such as the purchase date, price paid, and the Smart TV's serial number. The Customers should retain the confirmation slip throughout the warranty period, as it is required for warranty support from authorized manufacturer, should assistance be needed.
- f) The Smart TV offered under this Campaign are supplied by third party partner. TM is not liable for any liability claims with regards to the performance and functionality issues of the Smart TV.
- g) For any warranty claims related to the Smart TV, Customer are advisable to liaise with the manufacturer's authorized service center Sharp: https://www.cocorolife.my/
- h) The warranty period for each Smart Device will follow the warranty terms set by the respective manufacturer.

5.0 SMART TV WARRANTY

- a) The Smart TV comes with standard manufacturer warranty from the manufacturer.
- b) The warranty for each Smart TV is as follows:

Type of TV	Warranty period	Device Recommended Retail Price (RRP)
Sharp TV 43"	24 months	RM1,599
Sharp TV 55"	24 months	RM3,099
Sharp TV 65"	24 months	RM4,699
Sharp TV 75"	24 months	RM7,399

 For any warranty claims related, Customers are advised to liaise directly with the manufacturer's authorized service centre.

6.0 GENERAL T&C

a) Upgrade/Downgrade

- Change of plan is not allowed once Customers have subscribed to this Campaign Package.
- ii. In the event of downgrade of the Unifi Business Broadband plan within 36 months MSP, Customers will be subjected to an Early Termination Penalty (ETP) of Smart TV calculated as per item 6.0(d)(i).

b) Installation & After Sales Service

- i. Customers are advised to perform self-installation for the Smart TV by following configuration and manuals provided.
- ii. For any after sales support in relation to the Smart TV, Customers are required to contact respective manufacturer directly.

c) Charges & Billing

- TM will automatically update Customer's billing information in terms of Campaign name and price once Customer's subscription to the Campaign Package is activated.
- ii. The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the plan charges.
- iii. TM Credit Limit terms and conditions applies.

d) Early Termination Penalty

i. Customers are not allowed to terminate the Campaign Package during the MSP of thirty-six (36) months. Customer will be charged a standard ETP in the event of early termination, which is calculated as follows:

(Smart TV Recommended Retail Price (RRP) ÷ 36 months x Remaining Month(s)

Package Price (calculated based on price before discount) x Remaining Month(s)

- ii. In the event of monthly bill payment default by the Customers or upon discovery of fraud or suspected fraud throughout the subscription, TM reserves the absolute right to terminate customer's contract. Upon termination, TM has the right to:
 - i. Repossess or demand for return of the Smart TV from the customer; and/or
 - ii. Charge the Early Termination Penalty.
- iii. All Smart TV returned must be in good working condition and of fair wear and tear only are accepted. TM will be entitled to charge the Customers the cost incurred by TM in repossessing or replacement of the Smart TV that is not returned by the customer or returned in an unsatisfactory/damaged condition.

iv. The return of the Smart TV by the Customers is without prejudice to any other charges and fees due to TM including the applicable charges for any Unifi services subscribed by the customers.

e) Relocation and Transfer of Ownership

- i. Relocation of address is allowed subject to infra-availability when subscribing to the Campaign. However, if there are changes in terms of infra or technology (FTTH to VDSL), Customers may no longer be able to enjoy the same plan.
- ii. In the event where relocation area does not have TM Infra, Customers have the option to:
 - Subscribe to Unifi Air; or
 - Terminate current Campaign Package and subject to ETP for the Smart TV if the termination is within the MSP.
- iii. The ETP will be calculated as per item 6.0(d)(i).
- iv. Please note that the Smart TV is not transferable to a new owner or account within MSP. Such request shall be treated as termination and the Customer is responsible to pay for the penalty for the Smart TV.

f) 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.

g) Confidentiality

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

h) 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 for the Campaign from time to time without prior notice.

i) Indemnity

Notwithstanding anything to the contrary, Customers 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 during the subscription.

j) 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.

k) 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.

I) Prioritization of Documents

In the event there is any inconsistency of the provisions under this Campaign's T&C, the existing Terms and Conditions and Terms of Use, the following order of precedence shall apply:

- i. This Campaign T&C;
- ii. FAQ Unifi Business Device Fiesta
- iii. Existing Terms and Conditions, namely:
 - Unifi Business Broadband T&C
 - FAQ for Mesh WiFi
 - T&C for Mesh WiFi
- iv. Our Terms of Use

[End of Terms and Condition]