UNIFI BUSINESS DEVICE FIESTA 2025 – LOYALTY CAMPAIGN TERMS & CONDITIONS

These Terms and Conditions for Unifi Business Device Fiesta 2025 – Loyalty Campaign ("Campaign T&C") must be read together with FAQ Unifi Business Device Fiesta 2025 - Loyalty Campaign, General Unifi Business Broadband T&C and 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 Customers). 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 Customers. By subscribing the Campaign, Customers are deemed to have read, understood and agree to be bound by the Campaign T&C 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 2025 Loyalty ("Campaign") is organized by TM Technology Services Sdn Bhd ("TM"). The Campaign shall commence from 16 October 2025 until 31 December 2025 ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customers.
- b) The Campaign is exclusively offered to existing Unifi Business customers ("Customers") who are currently out of contract to add-on a Smart Device at a special price while keeping or upgrading their Unifi Business Broadband speed plan.
- c) Customers may subscribe the Campaign through these channels:
 - i. TMpoint or Unifi Store outlets
 - ii. TM Unifi Center (TMUC)
 - iii. Account Executives
 - iv. MyUnifi app or Selfcare portal
- d) Every subscription of the Campaign Package is subject to a Minimum Subscription Period ("MSP") of thirty-six (36) month. The MSP for this Campaign Package will begin upon successful add-on of the Smart Device or upgrade of the Unifi Business Broadband plan.
- e) All subscriptions to the Campaign Package are subject to a Customer Payment Behavior Rating (CPBR) status check through TM systems. To be eligible for the Campaign Package, Customers must have a good payment record history with Unifi (eg: CPBR status of 'A' only).
- f) The Unifi Business Broadband plan offered under this Campaign is subject to TM infrastructure readiness and port availability at the Customer's installation address.
- g) Should there be any inquiries, Customers can reach out to TM via any communication medium below:
 - i. LiveChat at unifi.com.my or myunifi app
 - ii. Any Unifi Store/TMpoint outlets nationwide
 - iii. Unifi Call Centre 100
- h) By agreeing to subscribe to the Campaign Package (as defined herein), the Customers hereby consent to TM to conduct relevant credit checks on the Customers for purpose of application under this Campaign.

2.0 CAMPAIGN PACKAGE

- a) Under this Campaign, Customers may retain or upgrade the current Unifi Business Broadband speed and add-on a Smart Device at a special price.
- b) The Campaign Package are as follows:

| Unifi Business Broadband | Add-on Smart Device at special price | Minimum Subscription Period |
|---|--|--------------------------------|
| 100Mbps300Mbps500Mbps800Mbps1Gbps2Gbps | Sharp TV 43" Sharp TV 55" Sharp TV 65" Sharp TV 75" iPad 11inch (A16 chip) 128GB | 36 months |

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

- c) Customers who are currently serving MSP of another campaign with smart device must serve the MSP first before they can opt to subscribe to this Campaign Package.
- d) Customers who sign up for the Campaign Package will be paying for the Smart Device add-on price on top of their current broadband bill throughout the thirty-six (36) months MSP. After the MSP ends, their monthly bill will be reverted to the price before add-on.
- e) The Campaign Package shall be subject to further changes at TM's absolute discretion, without prior notice to customer.

3.0 SMART DEVICE READINESS

- a) TM has the absolute right to determine the brand, model, colour and specifications of the Smart Device.
- b) The Smart Device offered is subject to stock availability. TM reserves the right to substitute the Smart Device offered in the Campaign Package with the other smart device of same value within the same specifications but different brand, model or colour.
- 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 Device.
- 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 Device are strictly non-transferable, assignable, exchangeable for cash or with any other item.

4.0 DELIVERY OF THE SMART DEVICE

- a) The delivery of Smart Device will be made within thirty (30) calendar days upon successful order activation and is subject to stock availability.
- b) Delivery of the Smart Device 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 Device to the address provided by the Customers, 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 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 Device.
- f) For any defective Smart Device received upon delivery, the Customers must lodge a report to TM/Unifi customer service via live chat at unifi.com.my or Unifi Contact Centre via 100 according to the following timelines:
 - i. Smart TV Report must be made within seven (7) days from the delivery date.
 - ii. iPad Any defect must be reported directly to the manufacturer (Apple) and is subject to Apple's warranty and claim process.
- g) If the report for the Smart Device is made after the stated period above in the case of Smart TV, 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.
- h) 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.
- i) Upon receipt of the Smart Device, 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 Device'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.
- j) The Smart Device 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 Device.

5.0 SMART TV WARRANTY

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

| Smart Device | Warranty period | Device Recommended Retail Price (RRP) |
|--------------|-----------------|---------------------------------------|
| Sharp TV 43" | 24 months | RM1,599 |
| Sharp TV 55" | 24 months | RM3,199 |

| Sharp TV 65" | 24 months | RM4,699 |
|------------------------------|-----------|---------|
| Sharp TV 75" | 24 months | RM7,399 |
| iPad 11inch (A16 chip) 128GB | 12 months | RM1,599 |

c) For any warranty claims related, Customers are advised to liaise directly with respective manufacturer authorize service centres as listed below:

i. Apple: https://support.apple.com/en-my/ipad

ii. Sharp: https://www.cocorolife.my/

6.0 GENERAL T&C

a) Upgrade/Downgrade

- i. Change of plan is not allowed once the Customers have subscribed to the Campaign Package and the MSP has commenced.
- ii. In the event of any downgrade of the Unifi Business Broadband plan within 36 months MSP, the Customers will be subjected to an ETP of Smart Device calculated as per item 6.0(d)(i).
- iii. Any existing subscription to Value Added Services (VAS) will be carried forward when the Customer opt- in to the Campaign Package plan. The VAS is at all times subjected to Terms and Conditions of the current existing VAS.

b) Installation & After Sales Service

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

c) Charges & Billing

- i. 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. Upon successful activation of the Campaign Package, the pro-rate charges from Customer's previous plan will be reflected in the next billing cycle of the new plan.
 - iii. The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the plan charges.
 - iv. TM Credit Limit terms and conditions applies.

d) Early Termination Penalty (ETP)

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

(Smart Device 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 charge the Early Termination Penalty on the Customers.

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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 Device if the termination is within the MSP.
- iii. The ETP will be calculated as as per item 6.0(d)(i).
- iv. Please note that the Smart Device 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 Device.

f) Governing Law and Jurisdiction

This Campaign T&C 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 <a href="https://mww.notice.notic

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 Campaign T&C 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 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 2025 Loyalty Campaign
- 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]