iPAD FOR BUSINESS TERMS & CONDITIONS

These Terms and Conditions for iPad for Business ("Campaign T&C") must be read together with FAQ iPad for Business, General Unifi Business T&C and FAQ & T&C for Mesh Wi-Fi 6 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) TM Technology Services Sdn Bhd ("TM") organizes the iPad for Business ("Campaign"). The Campaign shall commence from 15 April 2025 until 31 Oct 2025 ("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 customers who are interested with any of the Campaign Package (hereinafter defined) by registering their interest to subscribe 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) By submitting the interest to subscribe, new Customer hereby consent TM to perform the necessary financial check and be contacted by TM on the process of registration.
- d) New customers are subject to a Credit Tip-Off Service (CTOS) status check. To be eligible for the Campaign Package, the customer must have a CTOS status of Good, Very Good, or Excellent. The customer must acknowledge and consent to the CTOS status check at the time of application.
- e) Meanwhile for existing customers who wish to subscribe to the Campaign Package are subject to the following:
 - i. Have a good payment record history with Unifi under TM's Customer Payment Behavior Rating (CPBR) system (status 'A' only); and
 - ii. Have a minimum incremental value of RM85, which is calculated based on the difference between the value of the existing packages and the new packages under the Campaign.
- f) 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.

- g) Should there be any inquiries, customer 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) The Unifi Business Broadband plan offered under this Campaign is subject to TM infrastructure readiness and port availability at the customer's installation address.

2.0 CAMPAIGN PACKAGE

a) Under this Campaign, new customers may subscribe to any of the following Unifi Business Broadband plan with iPad:

Unifi Business Broadband	Unifi Business Broadband 1Gbps	Unifi Business Broadband 2Gbps
iPad Model and Specification	Apple iPad (A16) Wi-Fi 128GB	Apple iPad (A16) Wi-Fi 256GB
Minimum Subscription Period	36 months	

b) Under this Campaign, existing customers may subscribe to any of the following Unifi Business Broadband plan with iPad:

Unifi Business Broadband	Unifi Business Broadband 1Gbps	Unifi Business Broadband 2Gbps
Incremental value and iPad Model	≥RM85, Apple iPad (A16) Wi-Fi 128GB ≥RM110, Apple iPad (A16) Wi-Fi 256 GB	≥RM100, Apple iPad (A16) Wi-Fi 128 GB ≥RM125, Apple iPad (A16) Wi-Fi 256 GB
Minimum Subscription Period	36 months	

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

c) The Campaign Package shall be subject to further changes as advertised in Unifi website from time to time in response to recent market changes, at TM's absolute discretion, without prior notice to customer.

3.0 iPAD READINESS

- a) TM has the absolute right to determine the brand, model, colour and specifications of the iPad.
- b) The iPad offered is subject to stock availability. TM reserves the right to substitute the iPad offered in the Campaign Package with the other iPad within the same screen size and storage.
- 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 iPad.
- 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.

4.0 DELIVERY OF THE iPAD

- a) The delivery of iPad is expected to be completed within a period of twenty-one (21) working days upon successful order creation of Unifi Service and is subject to stock availability.
- b) TM will make three (3) attempts to deliver the iPad. If the attempts is unsuccessful, TM will hold the iPad and customer is required to contact TM to collect the iPad in person at customer own arrangement. If the IPad remain with TM after Campaign Period has ended, TM shall allow for additional three (3) months period for customer to claim the iPad after the end of the Campaign Period. Failure to do so, the iPad will be forfeited.
- c) Customer hereby agree to receive an auto-generated email or SMS from TM with order summary inclusive of tracking number details upon successful Campaign order. Customer is responsible to manually track the delivery of the IPad using the order number i.e. the tracking number in Line Clear website for iPad.
- d) Delivery of the iPad 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 iPad to the address provided by the customer, which will be the same address used for installation of their Unifi service.
- e) Customer is responsible to do self-inspection and testing upon receiving the iPad.
- f) In the event that customer encounter any issues with the iPad device, please refer to the iPad manufacturer for warranty coverage and claims. For support, visit Apple's official support channels here: <u>iPad Apple Support</u>
- g) Upon receipt of the iPad, the customer 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 iPad's serial number. The customer should retain this document throughout the warranty period, as it is required for warranty support from authorized Apple Service Providers, should assistance be needed.
- h) The iPad offered for 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 iPad.

5.0 iPAD WARRANTY

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

Type of iPad	Warranty period	Device Recommended Retail Price (RRP)
Apple iPad (A16) Wi-Fi 128GB	12 months	RM1599
Apple iPad (A16) Wi-Fi 256GB	12 months	RM1999

c) For any warranty claims related, customers are advised to liaise directly with respective manufacturer authorize service centres.

6.0 GENERAL T&C

a) Installation & After Sales Service

- i. Customer is advised to perform self-installation for the iPad by following configuration and manuals provided.
- ii. For any after sales support in relation to the iPad, customer is required to contact the manufacturer directly; <u>iPad Apple Support</u>

b) 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. TM Credit Limit terms and conditions applies.

c) Upgrade/Downgrade

- Change of plan is not allowed once the customer has subscribed to this Campaign Package.
- ii. In the event of upgrade or downgrade of the Unifi Business Broadband plan within 36 months MSP, the customer will be subjected to Early Termination Penalty (ETP) calculated as defined herein.

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:

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

Unifi Business Broadband Price (calculated based on price before discount) x Remaining Month(s)

Sample case:

Unifi Business Broadband Package Price: RM319.00 (Unifi 1Gbps)
Device Recommended Retail Price: RM1, 999.00 (Apple iPad (A16) Wi-Fi 256GB)
Remaining MSP: 12 months

Penalty Calculation:

[(RM1,999.00/36months) x 12months] + (RM319.00 x 12months) = RM666.30 + RM3,828.00 Total early termination penalty = RM4,494.30

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. TM has the right to charge the Early Termination Penalty.

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), customer 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 service and subject to ETP for the iPad if the termination is within the MSP.
- iii. The ETP will be calculated as follows:

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

Sample case:

Device Recommended Retail Price: RM1, 999.00 (Apple iPad (A16) Wi-Fi 256GB) Remaining MSP: 12 months

Penalty Calculation:

[(RM1,999.00/36months) x 12months]
Total early termination penalty = RM666.30

- iv. Transfer account ownership is only applicable after the MSP has ended.
- v. Please note that the iPad is not transferable to a new owner or account and be subject to device RRP.

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 <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, 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 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:

- This Campaign T&C;
- ii. FAQ iPad for Business
- iii. Existing Terms and Conditions, namely:
 - Unifi Business Broadband T&C
 - FAQ for Mesh Wi-Fi 6
 - T&C for Mesh Wi-Fi 6
- iv. Our Terms of Use

[End of Terms and Condition]