

DEVICE FIESTA FOR BUSINESS TERMS & CONDITIONS

These Terms and Conditions for Device Fiesta (“Campaign’s T&C”) must be read together with General “Unifi Business T&C”, “Mesh Wi-Fi T&C” and “FAQ for Device Fiesta For Business” 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.

This T&C is divided into the following sections:

- 1.0 The Campaign
- 2.0 Campaign Offering
- 3.0 Delivery of the Device
- 4.0 Device Warranty
- 5.0 General T&C

1.0 THE CAMPAIGN

- a) The Device Fiesta for Business (“Campaign”) is organized by TM Technology Services Sdn Bhd (“TM”). The Campaign shall commence from 4 October 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 exclusively offered to new and existing TM customer(s) (collectively referred as “Customer”) with aim to offer unlimited business broadband and get free smart device of either a television, a laptop, a tablet or a Mesh Wi-Fi 7 (“Campaign Package”) at a more affordable and flexible plan.
- c) Every subscription of the Campaign Package is subject to a thirty-six (36) months minimum subscription period.
- d) Customer can subscribe the Campaign Package from any of the following touchpoints:
 - i. TMpoint or Unifi Store outlets
 - ii. TM Authorised Dealer & TM Resellers
 - iii. TM Biz Rovers sales representatives
 - iv. Account Executives
- 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
- f) The business broadband offering under the Campaign is subject to TM infrastructure readiness and port availability at the customer’s installation address.
- g) 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 Campaign 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 [TM Privacy Notice](#). for details.

2.0 CAMPAIGN PACKAGE

2.1 SMART DEVICE READINESS

- a) TM has the absolute right to determine the brand, model, colour and specifications of the smart device and at all material time be subject to stock availability and device end-of-life. 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.
- b) TM will make three (3) attempts to deliver the smart device. If the attempts is unsuccessful, TM will hold the smart device and Customer is required to contact TM to collect the smart device in person at customer own arrangement. If the smart device remain with TM after Campaign Period has ended, TM shall allow for additional three (3) months period for Customer to claim the smart device after the end of the Campaign Period. Failure to do so, the smart device will be forfeited.
- c) The Campaign Package shall be subject to further changes, at TM's absolute discretion, without prior notice to Customer.
- d) 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.

3.0 DELIVERY OF THE DEVICE

- a) The order processing and delivery of the device will take place within fourteen (14) working days upon order completion at TM.
- b) Customer hereby agree to receive an auto-generated email from TM's appointed Marketplace platform with order summary inclusive of tracking number details upon successful Campaign order. Customer is responsible to manually track the delivery of the device using the order number i.e. the tracking number in Line Clear website for smart device & J&T Express website for Mesh Wi-Fi 7.
- c) There are no additional charges for delivery of the device and the delivery service is available nationwide.
- d) For any defective device received upon delivery, Customer is eligible for replacement of the device provided if the Customer able to successfully lodge a report to unifi customer service within seven (7) days upon receiving the device via live chat at unifi.com.my or myunifi app.
- e) Estimated duration to replace the defective device is fourteen (14) working days and it is subject to manufacturer's stock availability and Customer's location.
- f) If the report is made after seven (7) days, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- g) Customer is responsible to do self-inspection and testing upon receiving the device.
- h) The smart device offered for this Campaign are supplied by third party partner.

- i) TM is not liable for any liability claims with regards to the additional feature service offered for the device.

4.0 SMART DEVICE WARRANTY

- a) The smart device comes with standard manufacturer warranty from respective device manufacturer.
- b) The warranty for each smart device are as follows:

Device	Warranty period	Device Recommended Retail Price (RRP)
Samsung TV 55"	24 months	RM2799
Sharp TV 65"	24 months	RM4699
Sharp TV 75"	24 months	RM7199
Samsung Tablet (WiFi Only)	12 months	RM2099
Samsung Tablet (WiFi + LTE)	12 months	RM2699
ASUS Expertbook	12 months	RM2950
Mesh Wi-Fi 7 Deco BE65	36 months	Rm1899

- c) For any warranty claims related, Customers are advised to liaise directly with respective manufacturer authorize service centers.

5.0 GENERAL T&C

a) Upgrade/Downgrade

- i. Change of plan is only allowable upon movement to any higher Unifi Business speed plan. Downgrade to lower speed plan is not allowed.
- ii. If Customer downgrade the package speed plan (Unifi Business Broadband) within 36 months contract period, a penalty of remaining months of the device retail price will be incurred.

- b) Any existing Unifi Business Broadband customer with SVP call plan subscription, the SVP call plan will be carried as an add on upon subscription to any of the Campaign Package.

c) Installation & After Sales Service

- i. Customer is 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, Customer is required to contact respective manufacturer directly, as listed below:

SHARP TV	ASUS	SAMSUNG	MESH WI-FI 7
COCORO Life App 1-800-888-678 (Mon-Fri, 9.00am – 6.00pm)	ASUS website 1-300-889-900 (Mon-Fri, 9.00am – 6.00pm)	SAMSUNG website 1-800-228-899 24 Hours / 7 days a week	TP-Link Website 1-800-22-8887 (Mon-Sun, 10am-7pm, except Public Holiday) support.my@tp-link.com

d) Charges & Billing

- i. TM will automatically update Customer’s billing information in terms of Campaign name and price once Customer’s subscription to the device is being activated.
- ii. TM Credit Limit terms and conditions applies.

e) Termination

- i. Customer are not allowed to terminate the Campaign during the minimum contract period of thirty-six (36) months. Customer will be charged a standard early termination fee, which includes penalty for the business broadband and the smart device. Formula for penalty calculation as below:

$\frac{\text{(Device Recommended Retail Price (RRP) } \div 36 \text{ months} \times \text{Remaining Month(s))}}{\text{Month(s)}}$	+	$\text{Package Price (calculated based on price before discount)} \times \text{Remaining Month(s)}$
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Sample case:

Unifi Business Broadband Package Price: RM199.00
 Device Recommended Retail Price: RM2, 799.00
 Remaining minimum contract: 12 months

Penalty Calculation:

$(RM2, 799.00/36\text{months}) \times 12\text{months} + (RM199.00 \times 12\text{months})$
 = RM933.00 + RM2,388.00
 Total early termination penalty = RM3,321.00

- ii. In the event of any request for downgrade of Unifi Business speed or downgrade to different Unifi Business package offerings, Customer is subjected to Unifi Business package contract refresh and early termination penalty on the smart device.
- iii. In the event of payment default by the Customers or upon discovery of fraud or suspected fraud through the contract period, TM reserves the absolute right to terminate Customer’s contract. Upon termination, TM has the right:
 - i. Repossess the smart device from the Customer; or
 - ii. Customer to immediately return all the device(s) subscribed upon being advised by TM to do so.
- iv. All smart devices return must be in good working condition and of fair wear and tear only are accepted. TM will be entitled to charge the Customer the cost incurred by TM in repossessing or replacement of the device(s) that is not returned by the Customer or returned in an unsatisfactory/damaged condition.

- v. For the avoidance of doubt, TM reserves the absolute right to impose the early termination penalty to the Customers as state in Clause 5.0(e) if TM is unable to repossess the device from the Customers or the smart device returned is found to be faulty or not within a good working condition.
 - vi. The return of the smart device 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. The early termination penalty for other Unifi service (Unifi Business, Unifi Mobile or etc) is still applicable as per Customer's subscription.
- f) Relocation and Transfer of Ownership**
- i. Relocation of address is allowed subject to infra Campaign availability when subscribing to the campaign. However, if there are changes in terms of infra or technology (FTTH to VDSL).
 - ii. Transfer account ownership is only applicable after the contract period has ended.
 - iii. Please note that the smart device is not transferable to a new owner or account.
- g) 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.
- h) 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](#).
- i) 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.
- j) 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.
- k) 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.
- l) 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.

m) Prioritization of Documents

In the event there is any inconsistency of the provisions under this terms and conditions, the Existing Campaign Terms and Conditions and Terms of Use, the following order of precedence shall apply:

- i. This Campaign Terms and Conditions;
- ii. Existing Campaign Terms and Conditions, namely:
 - Unifi Business Broadband T&C
 - Mesh Wi-Fi T&C
- iii. Our [Terms of Use](#)
- iv. FAQ for Device Fiesta For Business

[End of Terms and Condition]