

SPECIFIC TERMS FOR UNIFI M2M BIZ SERVICE

1. GENERAL

This is our Specific Terms for Unifi Machine-to-Machine (M2M) Service ("Unifi M2M Biz Service") applicable to our business customers and it is incorporated and forms part of the SME Terms and Conditions for Unifi M2M Service ("Business T&C for Unifi M2M Biz Service").

All the capitalized words in the Specific Terms will have the same meaning as described in this Specific Terms for Unifi M2M Biz Service. You can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Specific Terms for Unifi M2M Biz Service.

1.1 Definitions

In these Specific Terms, the following words and expressions shall have the meanings hereby assigned to them

"Charges"	means the charges payable you for the subscription to the Unifi M2M Biz Service as specified in the relevant Specific Service Order and this Specific Terms;
"Customer Account Number"	means the company account number assigned to you upon acceptance of your application.
"Data Quota"	means the allocated monthly data quota for each M2M SIM.
"Data Pool"	is a data sharing bucket offered by Unifi M2M Biz plans which enables all active SIM within the same customer sub account to share the total allocated data quota.
"Device"	means any equipment and its embedded firmware which is utilized with the Unifi M2M Biz Service through M2M SIM card.
"End User(s)"	means your employee or agents or anyone using the SIM Card and/or the Service(s) provided to you.
"IMEI"	is an electronic serial number which is unique to each device or equipment.
"M2M"	is the acronym for Machine-to-Machine.
"Minimum Subscription Period"	shall mean the period of twelve (12) months effective from the Service Commencement Date of the M2M Service or, the Minimum Subscription Period as stated in the Specific Service Order, whichever shall be the longer;
"Payment Terms"	refers to the terms of payment for the relevant Services including the frequency of payment for the relevant Charges, as selected by the Customer in the Specific Order and/or as provided under the relevant Specific Terms, as the case may be;
"Quota Top Up"	means the additional data quota available for purchase in the event of full utilization of the data quota, which purchase is subject to its terms and conditions;
"Unifi M2M Biz Service"	is a machine-to-machine service using SIM card, that enables exchange of data between devices, send and receive data to a central management system through mobile network connection, for the primary purpose of monitoring or controlling remotely deployed asset. Unifi M2M Biz Service also supports voice calls and Short Messaging Service (SMS) and offers optional Value-Added Services ("VAS");

2. OUR PLAN

For further information, please contact Unifi Account Managers.

3. REGISTRATION

- 3.1. Currently, Unifi M2M Biz Plan only available for subscription via our Unifi Sales Consultant / Account Managers.
- 3.2. There is no restriction of the no. of Unifi M2M Biz Plans that you can subscribe for your business. Kindly reach out to our Unifi Account Managers and submit your service application form ("Specific Service Order for M2M").
- 3.3. Eligible applicants are required to bring valid documentations and other company details as below:

- (a) Photocopy of company director/authorised signatory's NRIC (both sides)/ Passport (for Non-Malaysians)
- (b) If you're an existing TM customer, please bring along your latest bill that is registered under your company name/Business Registration Number (BRN).
- (c) Company Authorisation Letter for non-director authorised signatory
- (d) Original or certified true copy of certified documents (whichever applicable)

Business Applicants	Documents
Private Company	i) Return for allotment of shares / Form 24, ii) Notification of change in the Register of Members / Form 49, iii) Users' Registration / Form 9 iv) Super form for Single Director Ownership
Sole Proprietor	Form D & A
Partnership	Form D & B
NGO/Association/ Corporation/ Embassy/ Government	Documents issued by relevant authorities

- 3.4. Upon successful registration, you will receive the Unifi M2M Biz Plan Sim card, which will be tagged to a Customer Account Number assigned to you for during provisioning of the M2M Service.

4. CONTRACT TERM AND MINIMUM SUBSCRIPTION PERIOD

- 4.1 You will be bound with a Minimum Subscription Period of twelve (12) months effective from the M2M Service Commencement Date of the Service(s).
- 4.2 You may opt to subscribe to the M2M Service(s) for a longer duration of the subscription period ("Contract Term"), as in the Specific Service Order. The Contract Term shall not in any case be less than the duration of the Minimum Subscription Period.
- 4.3 In the event you opted to terminate the M2M Service(s) during the Minimum Subscription Period or Contract Term as specified in the Specific Service Order, you shall be liable to pay the remainder of the monthly subscription fee for the unexpired period remained in the Minimum Subscription Period or Contract Term ("Early Termination Penalty"), which will be included in your final bill.

5. SERVICE COMMENCEMENT

- 5.1 The M2M Service(s) shall commence on the Service Commencement Date which is the date of successful activation of the M2M SIM card in our network and the M2M Service(s) is ready to be used.
- 5.2 The M2M Service(s) starts when any of the following events occur, whichever is earlier, and it shall continue to apply until terminated in accordance with the terms herein:
 - i. Upon first usage of the Service(s); or
 - ii. Activation on an agreed Service Commencement Date within the 90-day period upon order completion as agreed between Customer and the Service Provider; or
 - iii. Automatic activation after ninety (90) days upon order completion;

6. PROVISION OF THE SERVICE

6.1 Service Coverage:

- i. You can utilize the M2M Service(s) within Malaysia only, unless if you have specifically request to enable international roaming service as described in more details in Clause 6.7 (iii).
- ii. The provision of the Service(s) is subject to the following factors:
 - a. Unifi mobile's network coverage areas that covers within our 2G, 4G and 5G service coverage areas and subject to the capacity of our network, which is determined at our sole and absolute discretion.

To check our coverage areas, please refer to this link: <https://unifi.com.my/check-coverage>. Alternatively, you may consult our Unifi Account Managers to assist on the service coverage.

- b. Compatibility of the third party device(s) that you use with our M2M Service(s). For example, if your device only support up to 4G service, even if you are in 5G coverage areas, you will not be able to experience the 5G service
- c. The signal strength of the available service in the location where you are using our M2M Service(s). For example, if the location has both 4G and 5G service, but the location of your device receives stronger or better 4G service, you will then experience 4G service.

6.2 Device:

- i. Our current Unifi M2M Biz Plan does not come with device.
- ii. You are solely responsible to ensure that the third party devices you used with our M2M Sim are compatible to connect to our systems and network, that you have understood the data transport capability and connection modes for the provision of the M2M Service(s).
- iii. Unless agreed in writing between us, you are not allowed to use our M2M service with Smartphone.

6.3 Data Quota

- i. Each M2M Sim card is allocated a monthly data quota. We offers various options of main data quota plans, either with or without data pool sharing capability for your business consideration.

6.4 Data Quota with Data Pool Sharing

- i. Unifi M2M Biz Plans offer data quota with Data Pool ("DP") sharing capability. Data Pool refers to a data sharing bucket, which enables all active SIM within the same customer sub account to share the total allocated data quota.

For example:

If there are 100 SIMs in a sub customer account, subscribing to the M2M 1GB DP service plan.

The total shareable data quota for this customer account is 1GB per SIM x 100 SIMs = 100 GB.

- ii. Please note that the M2M Service Packages with data quota with Data Pool Sharing is subject to the following business policies i.e.
 - (a) Total shareable data in the customer account is on first come first serve basis;
 - (b) The maximum total number of SIM able to share data quota in a sub customer account is 500 SIM cards.
 - (c) For clarification, if there is any SIM cards in the customer account purchased additional data quota top up, the additional data quota will be contributing to the total shareable data quota.

6.5 Internet Data Speed

- i. While you are utilizing the allocated monthly data quota or the additional quota top up, the Internet data speed provided is at best effort basis. Once you have fully utilized the allocated monthly data quota or the additional quota top up, you will experience reduced internet data speed at 128 kbps.

6.6 Voice calls and SMS Service

- i. The M2M Service supports voice calls and Short Messaging Service (SMS) at Pay-As-You-Use (PAYU) charges.

6.7 Value Added Services

The Unifi M2M Biz Service offers the following Value Added Services (VAS) as optional service(s) for your business consideration.

- i. **Quota Top Up Plans**

Once you have fully utilized the allocated main data quota, you may purchase additional quota top up plans. We offers TWO (2) types of quota top up, namely:

- (a) One-time top up with 30 days validity period;
- (b) Recurring top up with validity following your billing cycle;

You may opt to purchase combination of different quota top up plans and/ or multiple of the same quota top up plans on one-time or recurring basis.

ii. **Dedicated APN & Private Fixed IP OR Public Fixed IP**

- (a) When you subscribe for the M2M Service, you will be provided with a non-exclusive, non-transferable license to use on a temporary basis an IP address to be assigned to your Device and or Equipment for the purpose of accessing the Service(s) application. You shall be liable for any use, misuse or unauthorised use of the IP address.
- (b) Should you required the SIM card to connect to specific IP address, whether for connection to Public Fixed IP or connection to dedicated APN and Private Fixed IP services, you must inform us in writing of any specific IP address(es) which you intend the SIM Cards to connect to, so that we are able to configure those IP addresses, which will be subjected to additional charges. If you failed to do so, you will not be able to access those IP addresses and we will not be responsible for any loss or damage that you or any third parties might sustain due to any non-connection or interruption to the Service(s). In the event of change of IP address, it is your responsibility to notify and submit an IP address change request to us. IP address change requests shall incur additional charges which shall be borne by you.

iii. **International Roaming Service**

- (a) You are responsible to submit your request for International Roaming Service in writing to Unifi Account Managers to enable the service. To enable the International Roaming Service, you are required to pay for the International Roaming Deposit.
- (b) Upon payment of International Roaming Deposit, you may proceed to purchase Roaming Pass. To find out more about our latest Roaming Passes offerings, please refer to this link: <https://unifi.com.my/mobile/roaming>
- (c) Data Roaming Pass
For details of our data roaming pass terms and conditions, please refer to this link: <https://unifi.com.my/mobile/roaming>

6.8 You shall provide the requested information in the Specific Service Order to the best of your knowledge in order for us to provide a suitable rate plan for your acceptance. You are solely liable for the correctness and completeness of the information provided to us in the Specific Service Order.

6.9 **Sim Cards**

- i. Upon subscription of the M2M Services, SIM Card will be given to you. The SIM Card provided by us shall remain as our property at all times and the ownership of the SIM Card shall not at any time pass to you. Notwithstanding the foregoing, risk passes immediately to you when you receives the SIM Card.
- ii. We grants you the right to use the SIM Card strictly for the purposes of the M2M Services.
- iii. The M2M Services and/or features to be provided by us using the SIM Card will depend on your Device used and also the Package that you subscribed.
- iv. We shall replace a defective SIM Card at no cost if the defect is caused by the manufacturer or supplier and provided that you returns the defective SIM Card to us within fourteen (14) days from the date the SIM Card is activated.
- v. You shall take all precautions to prevent the loss, theft or misuse of the SIM Card. You shall immediately notify our customer service center and lodge a police report on any loss, fraud, suspected fraud, dishonest use or theft of your SIM Card. You shall be liable for all charges of M2M Services used via the lost/stolen or fraudulent use of the SIM Card until we receive notification from you as stated above for disconnection of our Service.
- vi. Replacement of lost or stolen SIM Card is subjected to additional payments by you if the SIM Cards are lost or stolen within one (1) year from the date of issuance. In the event of suspension of the Service line, we shall only reconnect the Service line upon settlement of all outstanding charges and a reconnection fee as specified in the Specific Service Order form or such other amount at the Service Provider's discretion.

6.10 Mobile Numbers

- i. When we allocate any mobile numbers to you it is for the sole purpose of using the M2M Service(s) in accordance with this Agreement.
- ii. You shall not sell or transfer or agree to sell or transfer these mobile numbers to any third party.
- iii. We may withdraw or change any mobile number allocated to you, for commercial, operational or technical reasons or compliance with any requirement of the regulatory authority and we shall endeavor to give to you reasonable notice in this event.
- iv. You shall not have any further rights to the mobile numbers in the event of termination of the M2M Service(s).

6.11 Business Customers Selfcare Portal ("Unifi Business Portal")

- i. Being Unifi M2M Biz Service's customer, you will be provided access to our business customers selfcare portal, at no additional charges to allow you to access to the M2M Service(s) subscription details, which includes (but not limited to) bill, upgrade of plan, purchase M2M value-added services, etc.
- ii. You undertake that you shall obtain the End User(s) consent before providing us the personal data of the End User(s). You shall indemnify and hold us harmless from any End User(s)' claims arising as a result if you breach this clause.
- iii. You acknowledge and accept that the login details and Customer Account Number provided is specific to you and shall be held secure and confidential at all times with restricted access or disclosure to any third party including personnel or agents.
- iv. You are allowed to change the login details of the End User(s). You also agree to update the End User(s) details on the selfcare portal as and when there is any changes for the purpose of the M2M Service(s).

6.12 You shall ensure that there is no illegal use, misuse or fraudulent use of the SIM cards and the M2M Service(s) and shall accept all liability whether or not such act or omission, use or misuse was authorised by you.

6.13 Unless agreed in writing between us, the Unifi M2M Biz Service is not intended for resale purposes;

7. CREDIT LIMIT

- 7.1 Notwithstanding the implementation of a credit limit, you acknowledge that we shall at its absolute discretion suspend the availability of the Service or terminate the Service in the event of failure to pay any outstanding sum for the M2M Service(s) as and when it falls due or has exceed its credit limit. You further understand that the credit limit as may be imposed by us may vary for each customer. The prevailing credit limit shall be specified in the bill.
- 7.2 To reactivate your service after your account has been suspended due to the credit usage has reached or exceeds its limit, you are required to pay at least 75% of the total outstanding charges.
- 7.3 You shall be responsible to observe the credit limit as imposed and we shall not in any away be responsible in ensuring that your usage of the M2M Service(s) does not exceed the credit limit.

8. BILLING CYCLE

- 8.1 Unless if you have specifically conveyed your request to us for a different billing cycle, our standard billing cycle is on the first of every calendar month. For example, if you have successfully registered on 15th of the month, your first bill would be on the 1st of the following month.

9. BILLING AND PAYMENT TERMS

- 9.1 You shall pay the Charges as shown in our bill for utilizing the M2M Service(s) provided to you.
- 9.2 The Charges for the M2M Service(s) shall be invoiced to you in the manner as stipulated in the corresponding Specific Service Order, which includes one-time charges and recurring charges.
- 9.3 Recurring Charges shall be invoiced to you monthly basis. One-time Charges shall be set forth in the first month invoice.

- 9.4 You are responsible to ensure payment is made to us for the M2M Service(s) on or before the Payment Due Date stated in the bill. Payment Due Date is set according to the Payment Terms described in the Specific Service Order. Unless otherwise agreed between both parties, the standard Payment Terms for the M2M Service(s) is thirty (30) days from the invoiced date.
- 9.5 In the event that there is an over-payment made by you, we may either deduct or set-off such amount from the next invoice.

10. Suspension and/or Termination of the M2M Service

- 10.1 We shall be entitled to suspend all or any part of the provision of the M2M Service(s), for any reasons as it may consider necessary or prudent, in its sole and absolute discretion.
- 10.2 Service Provider reserves the right to suspend the M2M Service(s) or any part of them for operational reasons or in an emergency.
- 10.3 We may terminate this Agreement and/or the M2M Service(s) for convenience by giving you thirty (30) days advance written notice.
- i. You may terminate this Agreement and/or the Services by giving us thirty (30) days advance written notice.
 - ii. If you terminate this Agreement and/or the Services during the Minimum Period of Service, you agree to pay TM the early termination charge which is the total monthly recurring charges for the remainder of the Minimum Period of Service.
 - iii. If the Service(s) is suspended and/or terminated by us for any reason, your licence to use the licensed IP address is immediately suspended and/or terminated and you shall stop using the licensed IP address and remove it from your Device/ Equipment.

11. Representations and Warranties

- 11.1 You hereby represent and warrant to and with us that:
- i. it has the necessary authority to perform its obligations under the Agreement and that the terms and conditions herein constitutes legal, valid and binding obligations on it and is enforceable in accordance with its terms thereof; and
 - ii. neither the acceptance of the Agreement nor the performance of any obligations herein contravene or constitute a default under any of its constituent documents or any agreement to which it is a party or by which any of its assets may be bound or affected, or cause to exceed any limitation on it or the powers of its directors or officers which may be imposed by or contained in any laws by which it or any of its assets may be bound or affected; and
 - iii. it has not relied on any representations or warranties made by us which has not been expressly stated in the Agreement.
- 11.2 You hereby represent, warrant and/or undertake to and with us that it shall not misuse the M2M Service(s) provided to you. We reserve the rights at its absolute discretion to charge the additional charges over and above the Charges in the event of such misuse by you.
- 11.3 You hereby represent, warrant and/or undertake to and with us that the M2M Service(s) provided by us shall be used and operated by you in a lawful manner and shall not be in contravention of any laws. Without limiting the generality of the foregoing, the words "use in a lawful manner" shall include, but is not limited to obtaining all necessary approvals, consents, permits, licenses and others of a similar nature which may be required from time to time under any applicable laws from the relevant authorities.

[End of Clauses]