UNIFI BUSINESS ULTRA WITH FREE TV TERMS & CONDITIONS

These Terms and Conditions for Unifi Business Ultra with Free TV ("Campaign T&C") must be read together with FAQ Unifi Business Ultra with Free TV, General Unifi Business T&C, FAQ & T&C for Mesh Wi-Fi nd Unifi TV Content T&C 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 Ultra with Free TV ("Campaign") is organized by TM Technology Services Sdn Bhd ("TM"). The Campaign shall commence from 17 March 2025 until 31 May 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 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, 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) 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 customer subscribing to any of the following Unifi Business Broadband plan will be entitled to the following offerings:

Unifi Business Broadband	1Gbps	2Gbps
Package 1	Free Smart TV	
Package 2	Free Smart TV + Unifi TV Content (Biz Fun Pack)	

(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.
- c) As far as the Unifi TV Content (Biz Fun Pack) is concerned, there will be a MSP of 24 months applicable for all newly subscribed Unifi TV Packs as per its T&C which shall run concurrently with the MSP for this Campaign.

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 a period of 14 calendar days (Peninsular Malaysia) or 21 calendar days (Sabah & Sarawak) upon successful order activation 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) 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. Customers are responsible

to manually track the delivery of the Smart Device using the order number at Biz Care Portal

- e) Customer is 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 Device.
- g) For any warranty claims related to the Smart TV, Customer are advisable to liaise with respective authorize service centers as listed below:
 - i. Sharp: https://www.cocorolife.my/
 - ii. Samsung: https://www.samsung.com/my/support
- 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 respective Smart TV manufacturer.
- b) The warranty for each Smart TV is as follows:

Type of TV	Warranty period	Device Recommended Retail Price (RRP)
Sharp TV 65"	24 months	RM4699
Sharp TV 75"	24 months	Up to RM7399

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

6.0 GENERAL T&C

a) Upgrade/Downgrade

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

b) Installation & After Sales Service

- i. Customer is 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, Customer is required to contact respective manufacturer directly.

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 Campaign Package is activated.
- ii. TM Credit Limit terms and conditions applies.

e) 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)

Sample case for Package 1:

Unifi Business Broadband Package Price: RM319.00 (Unifi 1Gbps)
Device Recommended Retail Price: RM4, 699.00 (Sharp TV 65 inch)

Remaining MSP: 12 months

Penalty Calculation:

[(RM4,699.00/36months) x 12months] + (RM319.00 x 12months)

= RM1,566.30 + RM3,828.00

Total early termination penalty = RM5,394.30

Sample case for Package 2

Unifi Business Broadband Package Price: RM319.00 (Unifi 1Gbps) Device Recommended Retail Price: RM4, 699.00 (Sharp TV 65 inch)

Unifi TV Pack (Biz Fun Pack) Price for ETP: RM70

Remaining MSP: 24 months

Penalty Calculation:

[(RM4,699.00/36months) \times 24months] + (RM319.00 \times 24months) + (RM70 \times 12months*)

= RM3, 132.70 + RM7, 656.00 + RM840

Total early termination penalty = RM11, 628.70

*MSP for Unifi TV Biz Fun Pack is 24 months.

- 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 customer 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.

f) 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. Transfer account ownership is only applicable after the MSP has ended.
- iii. Please note that the Smart TV 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 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

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 for the Campaign from time to time without prior notice.

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.

I) 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 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 Ultra with Free TV
- iii. Existing Terms and Conditions, namely:
 - Unifi Business Broadband T&C
 - Unifi TV Content T&C
 - FAQ for Mesh WiFi
 - T&C for Mesh WiFi
- iv. Our Terms of Use

[End of Terms and Condition]