

## CAMPAIGN TERMS & CONDITIONS

### Unifi Home & Business Speed Upgrade 2023

These Specific Terms and Conditions for Unifi Home & Business Speed Upgrade with No Additional Charges 2023 Campaign (“Specific Campaign T&C”) shall be read together with the General Terms and Conditions for Unifi Home (“Unifi Home T&C”) and General Terms and Conditions for Unifi Business (“Unifi Business T&C”), as available in [www.Unifi.com.my](http://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 Specific Campaign T&C shall prevail over the Unifi Home & Unifi Business 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 Specific Campaign T&C, from time to time without prior notice to the customer. By participating in 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. GENERAL

- a) Unifi Home & Business Speed Upgrade with No Additional Charges 2023 Campaign (“Campaign”) is brought to you by TM Technology Services Sdn Bhd. (formerly known as webe Digital Sdn Bhd) (“TM”). The Campaign shall commence from 2 October 2023 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) This Campaign offers the Customer with free speed upgrade to enjoy higher broadband speed while retaining the same monthly commitment for the Unifi Home & Business subscribed. Customer will automatically enjoy the upgraded speed in perpetuity throughout the subscription of the same Unifi Home & Business package.
- c) Customer will receive notification from TM via email, SMS and/or myUnifi apps for speed upgrade activity. Customer is recommended to update contact details i.e., mobile number and email address at Unifi selfcare portal, <https://selfcare.unifi.com.my/> to receive update on the progress of speed upgrade activity.
- d) Should there be any inquiries, customer can reach out to TM via the medium below:
  - i. TM digital channels:
    - Live Chat at [maya.unifi.com.my](http://maya.unifi.com.my) or MyUnifi app
    - Facebook at [facebook.com/weareunifi](https://www.facebook.com/weareunifi)
    - Twitter at [@helpmeunifi](https://twitter.com/helpmeunifi)
  - ii. TM touchpoints:
    - Any TMpoint or Unifi Store outlet
    - TM Authorised Dealer/TM Authorised Resellers
    - TM Biz Rovers sales representative

- Account Executives (Sales representative)
  - Call TM 100
- e) The Campaign Package is at all times subjected to TM infrastructure readiness at the customer's installation address.

## 2. CAMPAIGN ELIGIBILITY

- a) The Campaign is specially offered to existing Unifi customer (residential & business) who subscribe to any of the Unifi Home or Business package prior to 5 October 2023, except:
- i. Customer which resides in non FTTH area (i.e. VDSL, SUBB, ADSL);
  - ii. Customer who subscribed to max speed available (i.e. 2 Gbps plan);
  - iii. Customer who subscribed to any subsidized package (i.e. Pakej POP, Pakej Perpaduan);
  - iv. Customer who subscribed to plan with Fixed IP;
  - v. Customer who subscribed to TM Staff Plan
  - vi. Customer who subscribed to other than Unifi Home & Business Broadband (i.e. Streamyx, Unifi Lite , Unifi Air, Unifi Mobile)
- b) However, the eligibility for speed upgrade is subject to further changes, at TM's absolute discretion, without prior notice to Customer.

## 3. CAMPAIGN DETAILS

- a) Under this Campaign, Customer will be entitled for:-
- i. Free speed upgrade: Higher internet speed package while retaining the same monthly commitment fee as long as customer maintain the package subscription;
  - ii. No contract renewal: Customer is subjected to the original contract before the speed upgrade activity. If the original plan before the speed upgrade is still within contract, termination within contract period will be imposed with the penalty based on the new upgraded speed;
  - iii. No new equipment will be provided to the customer for any speed. Customer may use the existing equipment. However, in the event the existing equipment is faulty and beyond warranty period, customer may request for the replacement and will be subjected to the contract renewal or one-off payment; and
  - iv. Any existing subscription to Value Added Services (VAS) will be carried forward upon the speed upgrade. The VAS is at all times subjected to Terms and Condition of the current existing VAS.

#### **4. CHANGE OF PLAN**

- a) In the event Customer disagree with the free speed upgrade offer by TM, Customer may request for change of plan to other commercial Unifi Home or Unifi Business package.
- b) TM unable to offer the existing package (before the speed upgrade) due to the price revision of Broadband pricing in Malaysia.
- c) Upon the successful change of plan to other Unifi Home or Unifi Business package, Customer is subjected to twenty-four (24) months contract renewal and the Terms and Condition of the new package.

#### **5. CHARGES AND BILLING**

- a) TM will automatically update Customer's billing information in terms of package name and price once Customer's new package is being activated and upon successful speed upgrade.
- b) Upon successful activation of the new package after the speed upgrade, the pro-rate charges from Customer's previous package for existing customers will be reflected in the next billing cycle of the new package.
- c) The pro-rated charges shall form part of the amount due under the same bill together with the new package charges.
- d) TM Credit Limit Terms and Condition applies.

#### **6. TERMINATION**

- a) Upon successful change plan after speed upgrade, Customer is subjected to the original contract before the speed upgrade activity as mentioned in Clause 3 (a) (ii) of this Terms and Conditions herein.
- b) However, if the Customer wish to cancel/terminate their subscription to the Campaign Package while still serving the contract, Customer may submit the request for service termination via online medium Unifi portal, Unifi Contact Centre (UCC), with thirty (30) days termination notice upon submission of the termination request. Customer may also walk-in to the nearest TM Point or Unifi Store outlet. Existing Unifi Home and Unifi Biz General Terms and Conditions shall apply.
- c) Early termination charges based on the remaining months of Unifi Home and Unifi Business (calculated based on price before discount) will be imposed for termination within the contract period including any add on such as WiFi-6 Certified Mesh WiFi, entertainment pack or digital solution.

## 7. RELOCATION AND TRANSFER OF OWNERSHIP

- a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign Package. 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 and will required to downgrade within the same family package.
- b) In the event , where relocation area do not have TM Infra , customer have the option to:
  - Subscribe to Unifi Air; or
  - Terminate current service and subject to early termination charges.
- c) Transfer of ownership is allowed, subject to terms and conditions for relocation and transfer of ownership. However, all streaming apps entitlement are not transferable to the new owner.

## 8. VARIATION

- a) 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 change, amend, vary, supplement, delete, or modify any of the terms and conditions from time to time without prior notice for the Campaign.

## 9. CONFIDENTIALITY

- a) Any personal data provided by the Customer to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit [TM Privacy Notice](#).

## 10. GOVERNING LAW AND JURISDICTION

- a) This terms and conditions are governed by the Malaysian law and the courts in Malaysia have exclusive jurisdiction.

## 11. INDEMNITY

- a) 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 Package during the subscription.

## 12. FORCE MAJEURE

- a) 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.

### **13. SEVERABILITY**

- a) 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.

### **14. MISCELLANEOUS**

- a) Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for Unifi Home and Biz Broadband and General Campaign terms and conditions shall continue to apply.

### **15. PRIORITIZATION OF DOCUMENTS**

- a) In the event there is any inconsistency of the provisions under this terms and conditions, Unifi Home and Biz terms and conditions, General Campaign terms and conditions and the Terms of Use, the following order of precedence shall apply:

- i. For Unifi Home

- i. This Campaign Terms and Conditions
- ii. Unifi Ngam campaign Terms and Conditions;
- iii. Unifi Home Terms and Conditions;
- iv. Unifi TV Pack Terms and Conditions;
- v. General OTT Terms and Conditions;
- vi. Unifi Play TV app Terms and Conditions;
- vii. Mesh Wi-Fi Terms and Conditions;
- viii. General Campaign Terms and Conditions; and
- ix. Terms of Use

- ii. For Unifi Biz

- i. This Campaign Terms and Conditions;
- ii. SME Biz Deal Campaign Terms and Conditions;
- iii. Geran Digital PMKS Madani Terms and Conditions;
- iv. unifi Business Terms and Conditions;
- v. Mesh Wi-Fi Terms and Conditions;
- vi. unifi eCommerce Hub Terms and Conditions;
- vii. unifi Cloud Storage Terms and Conditions;
- viii. Kaspersky Small Office Security Terms and Conditions;

- ix. Digital Marketing Solutions Terms and Conditions; and
- x. Terms of Use

[End of Terms and Conditions]  
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