### unifi Elite Terms & Conditions

Thank you for choosing unifi Elite service.

These terms and conditions are incorporated and forms part of unifi Elite ("Service") terms of use, thus binding on you. Kindly read the agreement carefully before subscribing/purchasing the Service. By subscribing/ purchasing the Service, you acknowledge and agree that you have read, understood and agree to be bound by the terms herein. All of the terms and conditions stated below will be applicable to all the service(s) subscribed by you the in regards to the unifi Elite.

## Acceptance of Terms – General

- 1. The usage of the Service is subject to the terms and conditions herein. By subscribing to this Service, you agree to be bound by all of the terms and conditions and any modifications and amendments that may be inserted without notice by TM at any time and TM's Privacy Notice.
- 2. All other existing terms and conditions for unifi shall continue to apply.
- 3. You agree to use the Service in accordance with our terms and conditions, guidelines, policies, notices, and instructions as prescribed by us relating to this Service.

## **Terminology**

- 1. "You" shall mean any customers purchasing to unifi Elite service.
- 2. "TM" shall mean Telekom Malaysia Berhad
- 3. "TM Service" shall mean the telecommunications and multimedia services and products provided and made available to you by TM Group.
- 4. "Service" shall mean paid Wi-Fi consultancy service for unifi that is beyond TM connectivity activities via unifi Elite team.
- 5. "Consultation Fee" shall mean the fee chargeable for the consultation service by unifi Elite team upon visit that will be reflected in unifi monthly bill.
- 6. "Personnel" shall mean TM's employees, staff or contractors and/or agents that we may assigned to your premise to provide the service to you.
- 7. "Site Visit" shall mean a visit by TM's Personnel to the customer's registered premise with TM to verify the complaints and provide relevant consultation service.
- 8. "Premise" shall mean customer's private residential property.
- "Speed Test" shall mean the measurement of speed between the device and a test server, using customer's internet connection.

# Eligibility

- 1. This Service will only be made eligible if you are an individual, and at the time you submit the request for the Service:
  - a. You are an existing unifi customer and already subscribed to unifi package; and
  - b. You do not have any outstanding amount in your unifi account.
- 2. This Service is only available for your private residential purpose.
- 3. Upon our Personnel's request, you shall provide us with the relevant information and/or documentation if it is deemed necessary for us to provide you with the Service.
- 4. TM has the absolute right to decline your request to the Service without providing any reasons.

#### Services

- 1. This Service is intended to assess your Wi-Fi signal accessibility and propose a Wi-Fi coverage solution within your home within internal environment including configuration of Access Point and testing the wireless functionality. There is no assessment made for external environments such as gardens and backyards.
- 2. This Service is only available for residential property and does not extend to commercial properties. Commercial properties in this context shall refer to Customer's own equipment which is yet to get licenses and/or certification by MCMC such as android box, game box and etc.
- 3. The availability of the Service is at all times subject to the availability of the resources and Personnel at the time of the Service request.
- 4. Notwithstanding the dependency on unforeseen external factors, each request is limited to one (1) site visit only. You are advised to lodge another report if inspection to another or new site visit is required.
- 5. As part of the Service, the Personnel may propose additional device solution at the end of the consultation to resolve your issues which you are responsible to make full payment to the Personnel upon visit.
- 6. No refunds will be entertained if there is a change to the earlier agreed solution regardless of other factors within the home or outside, or any other change in circumstance
- 7. The service does not extend to assessment of devices/equipment not related to device installed by unifi elite. i.e TV, android box.
- 8. The Wi-Fi coverage solution with additional device (if any) is subject to your full acceptance to the form.
- 9. You are required to sign unifi Elite Acknowledgment Form before accepting our Wi-Fi consultation and device solution to fix your issues, upon our unifi Elite arrival before assessment starts.

## Charges

- 1. Each site visit is subject to RM 120.00 consultation fee upon visit and will be reflected in your next unifi monthly home bill.
- 2. Any additional device purchase during on-site support will be charged separately and is payable directly to our Personnel upon visit. All payment is strictly via credit card, debit card & online transfer.

## **Accessibility and Premise**

- 1. As part of the Service, you agree to grant us and our Personnel with safe access to your premise and provide a safe and comfortable working space for our personnel.
- 2. For the purpose of the Service, you are responsible to provide sufficient electrical power on the date/time of the Scheduled Appointment.
- 3. It is your responsibility at all times to ensure that there is an individual of at least 18 years old is present the entire time that our Personnel visit your Premise for the purpose of providing the Service to you.

## Personnel

- 1. By requesting the Service, you hereby given your consent to us and our Personnel to provide the Service to you including but not limited to:
  - a. Making a scheduled appointment for site visit to your premise;
  - b. Entering your premise and using the facilities relating to the Service where necessary;
  - c. Perform speed test to your Wi-Fi connectivity;
  - d. Suggesting solution to your Wi-Fi connectivity problem including proposing additional device solution to resolve the issues;
  - e. Perform installation and configuration of device and establish connection;

- f. Testing the solution and provide you with the proper guidelines on the device usage;
- g. Accepting a direct payment on behalf of TM via credit card, debit card and online transfer for any additional device purchased during the Service; and
- h. Asking you to sign the Acknowledgment Form prior to the Service.

#### **Final Installation**

- 1. Our Personnel will install and configure your Wi-Fi Access Point/Access Points/router once you agreed with the propose solution.
- 2. Installation includes the configuration of each Access Point or router and test the proposed solution workability.
- 3. Once the Wi-Fi Access Point or router has been tested and approved by our Personnel, the service will be deemed completed.
- 4. Once the installation is completed, the SSID and wireless Access Key will be provided to you along with written instructions on how to connect to the wireless connection.
- 5. Our Personnel will demonstrate how to connect a single wireless capable device to the wireless network. Additional device to be connected to the wireless network may be connected by our Personnel with additional cost
- 6. For avoidance of doubt, any defects and problems with any device or accessories we provide to you caused by you or any third parties acts or omissions after successful installation and configuration of the device shall not be deemed to be resulted directly from our human error within our provision of Service to you.

# Warranty

- 1. All device warranties are subject to the respective manufacturer and product warranty as specified in the product manual or warranty card.
- 2. You agree and accept that the assessment Report is generated based on the best available information at the time of the site visit, and is not purported to be accurate or error free.
- 3. You understand that you use the Service and rely on the Report at your sole risk and that your selection and placement of Wi-Fi routers are made entirely at your own discretion and risk.
- 4. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, and non-infringement to the fullest extent allowed by law.

## **Liability and Beyond Scope Works**

- 1. The Personnel is not obliged to comply with your requirement to perform task beyond scope of the Service as stated above.
- 2. We shall not be liable for any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation in any Equipment, Facilities (including but not limited to your computer and/or its peripherals, television, telephone and any other devices and products) or software howsoever arising, including without limitation, any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation resulting from non-compliance with our prescribed technical requirements;

#### **Cancellation and Termination of Service**

- 1. Without prejudice to the rights of either party, your order for the Service may be cancelled or terminated by us giving you notice of cancellation at any time before the scheduled appointment and by you giving us notice of cancellation at least twenty four (24) hours before the scheduled appointment
- 2. All charges accrued to us in respect of the Service provided shall immediately become due and payable if you make any cancellation or termination to the Service not in accordance with the manner prescribed in this terms herein.
- 3. The cancellation of your order for the Service will not affect any accrued and/or existing rights or remedies of either party against the other party.

By purchasing this Service, I acknowledge that it shall be deemed as an unconditional acceptance by the customer of unifi Elite Terms and Conditions and I acknowledge and agree that I have read, understand and agreed to be bound by this Terms and Conditions.

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