

BUSINESS APPLICATION FORM



Telekom Malaysia Berhad (128740-P)

STAMP DUTY

SECTION 1: TYPE OF APPLICATION

Form with checkboxes for New Registration, Existing/Additional Service, Upgrade/Downgrade, Relocation, and Change Ownership.

Remarks: Order ID:

SECTION 2: APPLICANT DETAILS

Form for Company Name, Business Registration Number, Name of Applicant, MyKad No., Mobile No., Office Tel. No., Passport No., and Secondary Contact No.

Form with checkboxes for industry types (Manufacturing, Media, Properties & Construction, etc.) and number of employees/branches.

SECTION 3: INSTALLATION/RELOCATION

Form for Property Type, Installation Address, Postcode, State, Contact Person, and Preferred Installation/Relocation Date.

Table listing fees: Fixed Line Installation Fee, Business Broadband Installation Fee, UniFi Installation Fee, Fixed Line Relocation Fee, Business Broadband Activation Fee, and UniFi Relocation Fee.

SECTION 4: BILLING

Form for Online billing availability, billing media selection (Email or Paper bill), and Billing Address.

SECTION 5: SERVICE DETAILS

Form for UniFi services, Business Broadband Office in a Box, and TM BusinessLine services.

Form for Add-Ons, Upgrade Speed, Microsoft Office 365, Preferred Sub Domain Name, HyppTV for Business, Web Hosting Domain, Fixed IP, Call Plan, Payment Solution, and Security & Surveillance.

SECTION 6: CHANGE OWNERSHIP

Form for Current Owner and New Owner details, including company names, BRNs, and signatures.

**SECTION 7: IMPORTANT ACKNOWLEDGEMENT (MUST READ)**

**General**

- Minimum subscription period for Business Broadband standard package is 12 months. For OIAB & UniFi, minimum subscription period is 24 months.
- If the Customer terminates the service before the end of minimum subscription period, Customer must pay the penalty of RM600 for OIAB, RM350 for Standard Business Broadband Packages and RM500 for UniFi
- The 1st bill will include the installation charge, activation charge (for Business Broadband Package) as well as 2 months' Subscription Fee payable upfront (current & subsequent month)
- Customer shall subscribe to any HyppTV Pack(s) for the minimum subscription of 12 months. If the customer terminates the subscription prior to the expiry of the minimum subscription period, a termination penalty of RM300 will be imposed
- Customer shall bear the cost for on site support visit requested from TM at the rate of RM53.00 per visit. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay to TM.
- If existing UniFi Biz /Business Broadband Fixed IP packages upgrade to UniFi Biz Advance/Biz Advance Plus, customer will **not able to retain** their existing IP and customer will be assigned a new set of IP address
- For existing UniFi BIZ/Business Broadband/OIAB/BSP package with add-on 1 or 5 Fixed IP upgrade to UniFi Biz Advance/Biz Advance Plus with add-on 1 or 5 Fixed IP, customer **is allowed to retain** the same IP address
- For Microsoft® Office 365™, preferred sub-domain name is subject to availability. Customers are not allowed at any time to change the sub-domain name. Customers are subject to the Microsoft® Office 365™ terms and conditions as specified by Microsoft® Office 365™
- The Customer understands and acknowledges that the internet access speed for the Service may be affected as a result of the following factors:
  - (a) location of website where users may experience lower speeds from some international websites; or
  - (b) capacity of visited web server, in that, some web servers cannot cope with huge traffic demand from users or do not have enough capacity or where download speed is restricted to ensure fair level of service; or

- (c) network congestion as a result of network maintenance or outages; or
- (d) running multiple applications simultaneously like using other applications such as Peer-to-Peer Bittorrent; or
- (e) accessing internet through WiFi that will cause slow speed than by wire; or
- (f) operating system where some configuration of users' operating system may slow down internet performance.

**UniFi**

- A new Minimum Subscription Period will be impose (refresh) upon any request for downgrade made within the Minimum Subscription Period. For any upgrade or downgrade request that requires a visit by TM to customer's premises, an additional fee of RM212.00 will be imposed.
- Installation Fee only covers the standard UniFi installation practice. This excludes charges imposed by external contractors for concealed wiring, wiring over the ceiling, customised wiring, etc.
- A fee of RM212.00 shall be charged for inaccessibility to premises and/or deferment of installation on the day of installation. Any changes or deferment must be made at least 24 hours before the appointment time. Any re-appointment is subject to time slot availability.
- Upon termination of UniFi service, customer shall return the BTU to TM. Failure to do so, Customer may need to pay RM530.00 to TM for the penalty.

*\*Price displayed is inclusive of GST*

**Please ask our Sales Representative to explain on the Important Acknowledgement before signing in the box below: I have read, understood and accepted the Important Acknowledgement.**

**Customer's Signature**

**SECTION 8A: PRIVACY NOTICE**

By submitting this Application Form, you are providing personal information to TM. TM will be processing your personal information provided in this Application Form and/or further information and data that may be required by TM either from you or from any third parties especially from credit bureau, banks, credit reporting agencies and other businesses that provide like information or reference agencies from time to time.

The purposes of such processing would include:

- Assessing your application or continued provisioning of the services provided herein (whichever is applicable);
- Finance operation including to verify and process payment, billing and billing enquiries;
- Customising advertisements and content on the website(s) and the sites of TM and its group of companies (for further information on the TM's group of companies, please visit www.tm.com.my);
- Responding to your enquiries;
- Research purposes including historical and statistical purposes and analysis;
- General operation and maintenance of the services or goods provided herein including audit and its related website(s);
- Matching any data held by TM or its group of companies relating to you from time to time;
- Provide you with regular communications from TM relating to the services or goods provided herein;
- Investigation of complaints, suspected suspicious transactions and research for service or goods improvement; and
- In compliance with any regulatory, statutory or legal obligation which shall include but not limited to the provisioning of Directory Assistance Service 103 as part of the Required Applications Services.

By submitting this application, you hereby consent and authorize TM to process and verify any information about you from any third party, especially credit bureau or credit reference agencies, which TM may require in connection with your application for any of TM's services and/or review of the existing account with TM. Such consent and authorisation will extend to any information obtained from any of the account(s) presently maintained for you, any new application for any form of services rendered or goods provided by TM, such historical financial or credit records, data or information whether or not provided personally or by any other sources relating to you which was collected, gathered, received, captured, compiled, secured and/or obtained by TM through or by whatever means or methods or forms.

The information as required herein (unless stated otherwise) is obligatory on you and failure by you to provide any information as required may affect your application or the continued provisioning of the services provided herein.

In the course of processing this application, your personal information may be shared where necessary and only on a need to know basis with other TM subsidiary or agencies so as to serve you in the most efficient and effective manner. An example might be in terms of resolving or addressing complaints that require escalation to other TM Subsidiary or agencies.

TM may disclose your personal information to the following parties for the purposes stated above:

- Respective Authorized TM Partners who are involved in providing the Add-Ons;
- TM's service providers or agents who are involved in providing the services or goods provided herein;
- Third parties (including those overseas) who provide data processing services which shall include but not limited to authorized reseller, call centre, data centre, payment channel;
- Any credit reference agencies or, in the event of default, any debt collection agencies;
- Any person, who is under a duty of confidentiality to which has undertaken to keep such data confidential, which TM has engaged to fulfil its obligations to you;
- Any actual or proposed assignee, transferee, participant or sub-participant of TM's rights or business; and
- Requestor for directory assistance via the Directory Assistance Service 103 which is provided as part of a regulatory requirement under the Required Applications Services.

Your personal information will not be disclosed to any unauthorised third party.

**You may opt-out from having your registered telephone number be made available via the Directory Assistance Service 103 by contacting us at help@tm.com.my or call us at 100.**

TM may also disclose your personal information if required to do so by law or in good faith, in which action is necessary to (i) comply with any law enforcement agency requirement, court orders or legal process or; (ii) protect and defend the rights or property of TM and its group of companies and their users.

If you would like to make any inquiries or complaints or request access or correction of your personal information or where you elect to limit TM's right to process your personal information, you may contact TM Contact Centre or you can visit the nearest TMpoint. Any request of access of correction of personal data may be subject to a fee and also to applicable provisions in the PDPA. However, we reserve the right to decline requests which jeopardize the security and privacy of the personal information of others as well as requests which are impractical or not made in good faith.

We may review and update this Privacy Notice from time to time to reflect changes in the law, changes in our business practices, procedures and structure, and the community's changing privacy expectations. The latest version of TM's Privacy Notice will be made available at www.tm.com.my.

I hereby confirm that I have read, understand and agree to accept and be bound by the Terms and Conditions of this service and the Privacy Notice which accompany the usage of this service.

**SECTION 8B: NOTIS PRIVASI**

Dengan menyerahkan Borang Permohonan ini, anda akan memberikan maklumat peribadi kepada TM. TM akan memproses maklumat peribadi anda yang diberi dalam Borang Permohonan ini dan/atau maklumat lanjut serta data yang mungkin diperlukan oleh TM sama ada dari anda atau daripada pihak ketiga terutamanya dari biro kredit, bank, ejen pelapor kredit dan perniagaan-perniagaan lain yang memberikan maklumat sedemikian atau agensi rujukan dari semasa ke semasa.

Tujuan-tujuan untuk pemprosesan ini adalah termasuk:

- Menilai borang permohonan anda atau meneruskan peruntukan perkhidmatan yang diberikan di sini (yang mana berkenaan);
- Operasi kewangan termasuk untuk mengesahkan dan memproses pembayaran, pengelbilan dan pertanyaan berkaitan bil;
- Menyesuaikan iklan-iklan dan kandungan di laman web TM dan syarikat-syarikat kumpulan TM (untuk maklumat lanjut syarikat-syarikat kumpulan TM, sila layari www.tm.com.my);
- Menjawab pertanyaan-pertanyaan anda;
- Tujuan penyelidikan termasuk tujuan rekod dan statistik dan analisis;
- Operasi umum dan penyelenggaraan perkhidmatan-perkhidmatan atau barang-barang yang diberikan di sini termasuk audit serta laman-laman web yang berkenaan;
- Pemandaran apa-apa data yang disimpan oleh TM atau syarikat-syarikat kumpulan TM yang berkenaan dengan anda dari semasa ke semasa;
- Menyediakan komunikasi yang kerap dari TM kepada anda untuk perkhidmatan atau barangan yang diberikan di sini;
- Penyiasatan aduan, transaksi-transaksi yang mencurigakan dan penyelidikan untuk pembaikan perkhidmatan dan barangan; dan mematuhi mana-mana obligasi kawal selia, statutori atau undang-undang yang termasuk tetapi tidak terhad kepada penyediaan Perkhidmatan Bantuan Direktori 103 sebagai sebahagian daripada Perkhidmatan Aplikasi Dikehendaki.

Dengan menyerahkan permohonan ini, anda dengan ini mengizinkan dan memberi kuasa kepada TM untuk memproses dan mengesahkan apa-apa maklumat mengenai anda daripada pihak ketiga, terutamanya biro kredit dan agensi rujukan kewangan yang mungkin dikehendaki oleh TM yang berkaitan dengan permohonan anda untuk mana-mana produk dan/atau perkhidmatan TM dan/atau semakan akaun anda yang sedia ada dengan TM. Kezinaan dan pemberian kuasa akan dilanjutkan kepada apa-apa maklumat yang diperolehi daripada mana-mana akaun sedia ada pada masa ini, apa-apa permohonan baru untuk apa jua bentuk perkhidmatan atau produk yang diberikan oleh TM, rekod sejarah kewangan atau kredit, data atau maklumat sama ada dibekalkan oleh diri sendiri atau daripada sumber-sumber lain yang berhubungan dengan anda yang telah dikumpul, diterima, diambil, disusun, didapati dan/atau diperolehi oleh TM dengan apa jua cara atau kaedah atau bentuk.

Maklumat yang dikehendaki di sini (kecuali dinyatakan sebaliknya) adalah wajib dan kegagalan anda untuk memberikan maklumat yang diperlukan mungkin akan menjejaskan permohonan anda atau meneruskan pemasangan perkhidmatan yang diberikan di sini.

Semasa memproses permohonan ini, maklumat peribadi anda mungkin akan dikongsi di mana perlu dan hanya atas dasar perlu tahu sahaja dengan subsidiari atau agensi-agensi TM supaya anda boleh dilayani

dengan cara yang paling efisien dan efektif. Contohnya, mungkin dari segi menyelesaikan atau menangani aduan anda yang memerlukan perhatian dan penglibatan daripada subsidiari-subsidiari atau agensi-agensi TM.

TM mungkin akan mendedahkan maklumat peribadi anda kepada pihak-pihak berikut untuk tujuan yang dinyatakan di atas:

- Rakan Niaga TM yang sah yang terlibat dalam menyediakan 'Add-Ons';
- Pembekal-pembekal perkhidmatan atau ejen-ejen TM yang terlibat dalam menyediakan produk dan/atau perkhidmatan;
- Pihak ketiga (termasuk yang di luar negara) yang menyediakan perkhidmatan pemprosesan data yang termasuk tetapi tidak terhad kepada reseller telah diberikuasa, pusat panggilan, pusat data, saluran pembayaran;
- Mana-mana agensi rujukan kredit atau, sekiranya berlaku kemungkiran, mana-mana agensi pemungutan hutang;
- Mana-mana orang, yang berada di bawah kewajipan kerahsiaan yang telah mengaku janji untuk memastikan data tersebut disimpan secara rahsia, yang telah ditantik oleh TM untuk memenuhi tanggungjawabnya kepada anda;
- Mana-mana pemegang serah hak yang sebenar atau yang dicadangkan, penerima pindahan, peserta atau sub-peserta hak atau perniagaan TM ; dan
- Pemohon untuk bantuan direktori melalui Perkhidmatan Bantuan Direktori 103 yang diadakan sebagai sebahagian daripada keperluan kawal selia di bawah Perkhidmatan Aplikasi Dikehendaki.

Maklumat peribadi anda tidak akan didehadkan kepada mana-mana pihak ketiga yang tidak berautoriti. **Anda boleh memilih untuk keluar daripada mempunyai nombor telefon berdaftar anda tersedia melalui Perkhidmatan Bantuan Direktori 103 dengan menghubungi kami di help@tm.com.my atau di talian 100.**

TM boleh mendedahkan maklumat peribadi anda sekiranya dituntut oleh undang-undang atau jika perlu sahaja, untuk (i) mematuhi kehendak-kehendak agensi penguatkuasaan undang-undang, perintah mahkamah, ataupun proses undang-undang ataupun; (ii) melindungi dan mempertahankan hak dan hartanah TM serta syarikat-syarikat kumpulan serta pengguna-penggunaanya.

Jika anda ingin membuat apa-apa pertanyaan, aduan, meminta akses, pembetulan maklumat peribadi atau jika anda memilih untuk menghadkan hak TM untuk memproses maklumat peribadi anda, anda boleh menghubungi Pusat Panggilan TM atau anda boleh melawat TMpoint yang terdekat. Mana-mana permintaan akses untuk pembetulan maklumat peribadi mungkin tertakluk kepada fi dan juga peruntukan yang terpakai dalam PDPA. Walau bagaimanapun, kami berhak untuk menolak permintaan yang menjejaskan keselamatan dan privasi maklumat peribadi orang lain serta permintaan yang tidak praktikal atau tidak dibuat dengan hati-hati.

Kami mungkin akan mengkaji semula dan megemaskini Notis Privasi ini dari semasa ke semasa untuk mencerminkan perubahan dalam undang-undang, perubahan dalam amalan perniagaan, prosedur dan struktur, dan perubahan dalam jangkaan privasi masyarakat. Versi terbaru Notis Privasi TM boleh didapati di www.tm.com.my.

**SECTION 9: DECLARATION & ACKNOWLEDGEMENT**

I hereby declare that I wish to subscribe for the service provided by TM. I hereby certify that the above information provided is true and correct. I have read, understand and agree to be bound by the Terms and Conditions which accompany the usage of TM products & services and any amendment made thereto. I hereby consent to the collection and processing of my personal information in accordance to the Privacy Notice.

Signature of Applicant & Official Stamp \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\* Mandatory Field

**SECTION 10: FOR TM USE ONLY**

**Processor**  
**Name** \_\_\_\_\_  
**ID** \_\_\_\_\_  
**Date** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**TMpoint/Reseller**  
**Reseller ID** \_\_\_\_\_  
**Agent ID** \_\_\_\_\_  
**Reseller's Name** \_\_\_\_\_  
**Date** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Service Activation Date** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Official Stamp** \_\_\_\_\_

## A. TERMS AND CONDITIONS (for Business/SME Customers only)

Key terms & conditions for the subscription by the Customer of the UniFi Service and/or the Business Broadband Service and/or the TM BusinessLine Services (collectively referred to as the "Services" and individually "the relevant Service") are provided below. Specific terms applicable for the relevant Service are also provided herein. The terms and conditions herein shall be read together with the terms and conditions of the relevant Service ("the General T&C") available for viewing at [www.tm.com.my](http://www.tm.com.my). Unless otherwise provided herein, all words and expressions defined in the General T&C shall apply to this document. In the event of inconsistencies between any of the provision in this document and the General T&C, the provision herein shall prevail to the extent of any inconsistency.

By indicating Customer's acceptance of the terms and conditions contained herein, Customer is deemed to acknowledge and agree to be bound by the terms and conditions for the use of the relevant Service provided by Telekom Malaysia Berhad ("TM"). TM reserves the right to revise the terms and conditions of the relevant Service from time to time if updating or revision is deemed necessary. The Customer will be notified in the manner as TM deemed necessary and appropriate. Continued usage of the relevant Service by the Customer signifies acceptance of the changes with regard to the terms and conditions of the relevant Services.

### 1. Application for the Service and Supporting Documents

- 1.1 The Customer must ensure that all information and supporting documents submitted to TM for the purpose of the application for the subscription of the relevant Service are accurate, current and complete. Customer is required to bring the original documents during application. Documents required for registration are as follows: (i) Individual Customer: For Malaysian - a copy of the individual's identity card (both sides), letter of confirmation from Customer in form and substance determined by TM and, a clear photograph of Customer's premises; for Non-Malaysian - a copy of the Customer's passport, letter of confirmation from Customer in form and substance determined by TM and, a clear photograph of Customer's premises (ii) Enterprise: a copy of owner's identity card(both sides), Form D and E of business registration (iii) Company : certified true copy each of Forms 9, 24 and 49 (for private limited company) (iv) Non-Governmental Organization (NGO) - Letter from the respective NGO in form and substance determined by TM and relevant certificate from ministry/government agency (v) for other type of company or business entity, see the detail requirement under the relevant General T&C.
- 1.2 Customer who is not worthy or have existing credit status with TM will be blocked for registration unless full settlement has been made.

### 2. Minimum Subscription Period and Compensation for Early Termination or Suspension

- 2.1 Unless otherwise specified in the Application Form, the Minimum Subscription Period for UniFi and OIAB is twenty four (24) months and for other Business Broadband packages the Minimum Subscription Period is twelve (12) months which shall commence from the Service's Activation Date. If the subscription of the Service is made during any specific promotion organised by TM, such Minimum Subscription Period will follow the period as specified for the relevant promotion, applicable from time to time. Upon expiry of the Minimum Subscription Period, the relevant Service will automatically be renewed on a monthly basis unless earlier terminated by either party hereto.
- 2.2 In the event of termination or suspension of the relevant Service at any time during the Minimum Subscription Period, except where such termination or suspension arises from TM's material breach or willful default or due to Force Majeure Event, then the Customer shall be liable to pay to TM, in addition to all outstanding fees and charges as at suspension or termination, a sum of RM500.00 for UniFi, a sum of RM600.00 for OIAB, and a sum of RM350.00 for other Business Broadband packages, as the agreed liquidated damages for suspension or early termination.

### 3. Customer's obligations

- 3.1 The Customer shall only use the relevant Service for lawful purposes. Further, the Customer shall (a) not use the relevant Service for any unlawful purpose including without limitation for any criminal purposes; (b) not use the relevant Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation; (c) not compromise or infect any systems with computer viruses or otherwise; (d) not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party; (e) not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation; (f) not share the relevant Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed; (g) not resell or sublet the relevant Service to any third parties without prior written consent from TM; (h) not use the relevant Service in any manner, which in the opinion of TM may adversely affect the use of the relevant Service by other customers or efficiency or security as a whole.
- 3.2 The Customer must also read and comply with the following terms, available at [www.tm.com.my](http://www.tm.com.my). (a) Fair Usage Policy (b) TM standard installation guidelines and; (c) where applicable, the Service Acceptance Form for the relevant Service. Where applicable, the Customer shall be responsible for the safety and security of service or user ID or password of the relevant Service. TM is not able to control the safety of the user ID and TM disclaim any liability for any unauthorized use by any third party of such user ID or password. In addition, the Customer shall properly maintain and take appropriate measures to safeguard the TM's Equipment that may provided by TM for the use of the relevant Service.

### 4. Suspension and Termination of the relevant Service

- 4.1 TM may suspend or terminate the relevant Service for various reasons such as (a) any fee and/or payment due for the relevant Service provided is not settled in full on due payment date; (b) in the event the Customer fails to comply with the terms herein or the General T&C; (c) any scheduled or unscheduled outages occur which cause interruption to the relevant Service, including but not limited to maintenance of TM's Equipment or systems; (d) the Customer provided false or incomplete information to TM; (e) when the Customer become bankrupt or insolvent; (f) in any Force Majeure event; or (g) the Customer is in breach of any rules, regulations, by laws, acts, ordinances. For avoidance of doubt, any suspension or termination of the relevant Service shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

### 5. Change of relevant Service package plan /Substitution of Service/Use of TM's Equipment

- 5.1 Any request for change of the relevant Service package plan is subjected to TM's approval.
- 5.2 Customer acknowledges that TM has the right to the substitute the relevant Service with comparable service as a result of technological changes or advancement. In such event, the Customer will be notified on the substituted service to be provided by TM ("Substituted Service"). The Customer shall have the right to accept or reject the Substituted Service. In the event where the Customer rejects the Substituted Service offered by TM, then the Customer acknowledges that TM shall have the right to terminate the relevant Service and this Agreement. If the Customer accepts the Substituted Service offered by TM, then the terms herein shall be deemed to apply for the subscription of the Substituted Service save for any consequential and reasonable changes of terms as parties shall agree in writing.

### 6. Billing, Payment and Credit Limit

- 6.1 The subscription fee and other applicable charges for the relevant Service are expressed inclusive of GST as provided in the Application Form or at such rates as may be published or prescribed and informed or made available for viewing by the Customer from time to time at TM website ([www.tm.com.my](http://www.tm.com.my)). TM will issue the bill for the relevant Service on a monthly basis and the billing date will commence from the Activation Date of the relevant Service. The first bill of the relevant Service subscription fee shall consist of the current and the following month of subscription fee and to be prorated, where applicable.
- 6.2 Customer agrees that TM may, from time to time, implement and/or vary credit limit to Customer's usage of the relevant Service subject to prior notice to Customer either by direct communication to Customer via written notice or email or notification and updates via TM's website. If implemented, Customer further acknowledges that TM may block Customer's usage of the relevant Service once the credit usage has reached its limit. Customer further understands that credit limit as may be imposed by TM to its customers may vary with each customer. Subject to TM's right herein and unless otherwise varied, Customer acknowledges that the following credit limit for the usage of the relevant Service shall apply: (a) a credit limit of 3 times of the relevant Service package fee; (b) Customer will be notified via email or sms or such other medium of communication: (i) when Customer's usage has reached 70% of the credit limit; (ii) when Customer's usage has reached 90% of the credit limit; (iii) when Customer's usage has reached or exceeded 100% credit limit and whereupon, TM may suspend the Customer's usage of the relevant Service. Notwithstanding the implementation of the credit limit as aforesaid, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the relevant Service and/or place the Customer on TM's blacklist in the event of failure by Customer to pay any outstanding sum for the relevant Service as and when it falls due or, for failure by Customer to pay any outstanding amount of subscription fee or charges for any of TM's or its affiliates' other services and subscribed by Customer.
- 6.3 Without prejudice to any other rights of TM, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Service and/or place the Customer on TM's blacklist in the event of failure by Customer to pay any outstanding amount for the Service. Suspension of the Service as a result of breach by the Customer or by Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and Customer agrees to pay TM the aforesaid payment when due.
- 6.4 Save within installation warranty period, the Customer shall bear the cost for on site support visit requested from TM at the rate of RM53.00 per visit or at such other current prescribed rate as shall be reasonably determined by TM from time to time. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay TM.

### 7. Disclaimer/Limitation of Liability/Right of Entry

- 7.1 The Service is provided on "best effort" basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service for a particular purpose of the Customer. Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the relevant Service or TM's Equipment provided by TM or delay, loss or damage or service failure due to computer viruses, worms, computer sabotage, denial of service attacks, DNS spoofing attacks or other hacking attacks of a similar nature. TM's liability (if any) is limited to restore the relevant Service and if necessary, to replace TM's Equipment or any part thereof if TM reasonably determines that TM's Equipment is not in working conditions or faulty not due to fault of the Customer.
- 7.2 The Customer acknowledges that TM does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the relevant Service. TM does not guarantee nor provide any warranties whatsoever that the relevant Service or any information or data accessed by the Customer through the relevant Service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise his discretion when using the relevant Service at all times and TM shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the relevant Service.
- 7.3 Customer is not entitled to make any claim and/or demand against TM in the event of any damage or accident caused by high current capacity that may be brought to the Customer's premise through the relevant Service.
- 7.4 Customer shall confer TM all facilities and/or accommodations within the Customer's authority for the purpose of installation, inspection and maintenance of the relevant Service, and shall give the necessary access or way leave to TM and its employees at all reasonable convenient time to enter into the Customer's premise for the abovementioned purposes. If TM is unable to secure any facility (ies) mentioned above, TM may, without prejudice to any other provisions of this Agreement, either terminate this Agreement at any time after written notice has been issued to the Customer or suspend the provisioning of the relevant Service.
- 7.5 In the event of failure or non-compliance of all the above installation guidelines and requirements, TM has the right to cancel the order or terminate the Customer's application without liability whatsoever to the Customer. In addition, TM shall be entitled to suspend or cancel any installation of the UniFi Service at the Installation Address and/or terminate the Customer's application for subscription if, in TM's reasonable opinion, the Installation Address is conducting an illegal or suspicious activity(ies) or such premises may potentially be used for any of the aforesaid activity(ies).
- 7.6 As part of TM's compliance to safety regulation by the Department of Occupational Safety and Health Malaysia (Ministry of Human Resource) on the Prevention of Falls at Workplaces [JKKP DP/G 127/379/4-35 - MARCH 2007] policy, Customer has to ensure installation site is free from any danger that may cause hazard to TM. If upon assessment by TM that hazard is present, Customer is responsible to correct the situation/condition at its own cost. Should the Customer refuse/fail to correct the situation/condition, TM has the right to cancel the installation. If the cancellation/termination is attributed by the Customer, Customer shall be subjected to relevant charges, cost, penalty or credit limit rules (whichever is applicable) for the Services.
- 7.7 The Customer is allowed to subscribe for three (3) Business Broadband/UniFi Service per installation address and in any case, up to a maximum of twelve (12) Business Broadband/UniFi Service at twelve (12) separate installation addresses. Any requirement for the Customer's subscription in excess of the aforesaid number of subscription shall be subject to TM's approval at its absolute discretion.
- 7.8 The usage of Internet including but not limited to the capping of total usage of Internet access service for download and upload and fair level of usage of the UniFi/Business Broadband Service is subject to TM's Fair Usage Policy (FUP) which may be viewed at any time at [www.tm.com.my](http://www.tm.com.my).
- 7.9 The Customer or the Customer authorised representative, as the case may be, must be physically available during UniFi/Business Broadband Service installation and must show original documents as per stated in clause A-1.1 above for verification purposes, failing which TM has right to defer the installation. Deferment/ cancellation fee as shall be reasonably imposed by TM shall be borne by the Customer.

7.10 The Customer or the Customer's authorised representative, as the case may be, must sign off the Service Acceptance Form upon the completion and service activation. If the installation and service activation cannot be completed on the same day for any reason whatsoever, not due to the default on the part of TM, TM will arrange with the Customer for another appointment date to complete the installation of the UniFi/Business Broadband Service. The Customer agrees and is allowed to use the Internet service should it be the first to be activated or successfully installed prior to the installation or activation of other services to be provisioned herein.

## B. UNIFI SERVICE TERMS AND CONDITIONS

1. UniFi Service refers to the UniFi Business package (available only for business or other category of Customer as shall be approved by TM) or any of them.
2. TM shall provide to the Customer with 'Dual Play' consisting of Internet and Voice and related TM's Equipment together with value added services which may be provided by TM together with the subscription of the UniFi Service. The Customer shall not be entitled to any rebate or reduction of subscription fee for any part of the UniFi Service that is provided by TM at no charge to the Customer.
3. IPTV programs, channels, videos and all its content is a protected right between TM and Content Provider (CP) which forbid the Customer to perform recording, rental viewing, reselling or any abusive act. In addition to TM's right of suspension or termination of the UniFi Service, TM reserves the right to take legal action including restraining order towards the Customer or any related individual or organization that breaches the terms specified herein.
4. The Customer is only allowed to upgrade or downgrade the UniFi Service package after the expiry of two (2) working days from the installation date. A new Minimum Subscription Period will be imposed to Customer upon any request for downgrade made within the Minimum Subscription Period.
5. Provision of the UniFi Service by TM to the Customer shall not automatically terminate or otherwise confer upon the Customer a right to terminate his existing Streamyx or Business Broadband service together with its TM fixed line save in accordance with the terms of termination under the respective service or services. The aforesaid provision shall not be applicable in the case of the application of Very High Speed Digital Subscriber Line (VDSL2) technology for the UniFi Service whereupon the Customer's existing Streamyx or Business Broadband must be terminated.
6. UniFi Service is subject to serviceability check and technical testing. UniFi Service coverage will be based on TM service coverage boundaries and not based on boundaries as determined by any local authorities or council.
7. Deposit of RM1,000.00 (by way of cash or bank guarantee or such other form as may be acceptable to TM) shall be required if the Customer is a non-citizen or a permanent resident of Malaysia. Installation fee of RM212.00 shall be chargeable to the Customer. However, TM reserves the absolute right to impose payment or requirement of the Deposit from any customer, whether the Customer is a citizen of Malaysia or otherwise or exclude or reduce those charges if deemed necessary. The Customer agrees that the Deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from the Customer in the event of termination or suspension of the UniFi Service due to breach by the Customer of the terms and conditions herein or for the purpose of set off for any undisputed outstanding fee or charges under any other account for other service subscribed by the Customer with TM.
8. The Customer must notify TM prior to relocation of the Installation Address and where TM agrees to provide the UniFi Service at relocated premise of the Customer, a one time fee of RM318.00 shall be imposed and the Customer agrees to bear for such fee. The Customer shall ensure that TM's Equipment to be relocated shall be in good order and working condition and provide TM with new installation and billing address (if applicable). TM and/or its appointed contractor shall endeavour to provide the UniFi Service at the relocated premise of the Customer within fourteen (14) days from the date of TM's agreement to the Customer's request. Notwithstanding the aforesaid, TM has right to terminate the UniFi Service if relocation cannot be reasonably accommodated by TM in which event, the Customer shall return TM's Equipment (for equipment that is still under warranty only) that comes with the UniFi Service subscription.
9. For any request for the provision of the UniFi Service at any relocated premise of the Customer, the Customer must provide utilities bill as a proof of the new address of relocation for TM's consideration.
10. Telephone or Voice number will be assigned during Registration. Selection of telephone number is subject to availability. The safety and security of service or user ID and password provided to the Customer shall be under the Customer's full responsibility. The Customer acknowledges that TM will not be able to supervise or control the safety and the security of user ID or password provided to the Customer and further acknowledges that TM disclaim any liability for any unauthorised use by any third party of such service or user ID or password. TM shall only provide one (1) Voice service for each UniFi Service package unless otherwise specified in the Application Form and agreed upon by TM.
11. All TM's Equipment provided by TM is subject to one (1) year warranty for manufacturing fault/defect only. TM's liability herein and the Customer's sole and exclusive remedy shall be limited to labour, repair and material cost and shall not cover any repair or replacement and associated cost as a result of fault or negligence on the part of the Customer or any third party. In any case of TM's Equipment fault, the Customer needs to report such fault at TMpoint outlet or TM UniFi Centre. Any TM's Equipment replacement or repair needed due to act, negligence or default of the Customer or any third party shall be at the Customer's cost.
12. The Customer shall be responsible for the safety and security of all TM's Equipment supplied by TM. TM reserve right to collect all or any TM's Equipment provided upon the termination of the UniFi Service. Customer shall return TM's equipment within 14 days after the termination of UniFi Service. Failing which, TM has right to charge the cost of any of the TM's Equipment as shall be reasonably determined by TM.
13. Customer acknowledges that TM's Equipment including but not limited to BTU installed or placed at Customer's premises may be shared by TM with other service provider(s) as TM may deemed fit for the purpose of enabling the other service provider to install and provide any service to the Customer at the Customer's premises. Likewise, Customer also acknowledges that where arrangement is made between TM and any service provider for the sharing or use of any equipment including BTU installed by the said service provider at the Customer's premises, TM may use the relevant equipment for the purpose of the provision by TM of any of the Services.
14. Signing the Application Form means giving authority for TM to proceed with the UniFi Service installation procedure which covers a) wall drilling; b) Visible wiring (nailed to wall); and c) TM's Equipment setup and testing. The customer acknowledges that TM shall not be responsible for service downtime and any damages resulting from construction and renovation done by the Customer or any third party, during or after the installation of the UniFi Service.
15. Subject to any other provisions herein, TM shall endeavour to install the UniFi Service at the Installation Address within twenty one (21) days from the date of the Registration. TM shall provide the Customer with Internet Protocol (IP) address or login name and password, as the case may be, upon successful installation. In the event the installation cannot be completed within twenty one (21) days period, the installation of the UniFi Service may be cancelled by TM or TM may terminate the provisioning of the UniFi Service provided that the non-completion of the installation is not due to the default on part of TM including but not limited to TM's technical or network issue.
16. In the event where TM or its authorised contractor is unable to proceed with the installation of the UniFi Service at the Installation Address located within a high rise building due to building management issues including but not limited to the issues of internal wiring of the building or being denied access to the building, the Customer shall be responsible to resolve such issues with the building owner or management corporation within twenty one (21) days from the date of the issues arise. If the Customer failed to resolve the issues or if TM is unable to proceed with the installation of the UniFi Service within twenty one (21) days period not due to the fault of TM, TM shall at its absolute discretion be entitled to cancel the installation and/or terminate the provisioning of the UniFi Service.
17. Notwithstanding with Clauses B-15 and B-16 above, in the event the Customer is not reachable during the first appointment date for the installation of the UniFi Service, TM shall use reasonable endeavour to arrange for another appointment date with the Customer. Upon the expiry of the 8th day after the first appointment date, the installation of the UniFi Service may be cancelled by TM at its absolute discretion if the Customer is still not reachable.
18. TM will not be responsible for any damages due to building's internal wiring by building owner. The Customer shall indemnify TM against any claim by any party including building owner or management corporation for any damage not due to the fault or negligence of TM. For any request by the Customer for any re-wiring or re-installation, TM shall have the right to charge the Customer a re-wiring and/or re-installation fee for the sum of RM212.00 if it does not involve any movement of the BTU or RM318.00 if it involved movement of the BTU or such other reasonable sum as may be determined by TM from time to time.
19. The Customer acknowledges that TM will not provide any conceal wiring even if so requested by the Customer. TM may propose the recommended list of contractor for any concealed wiring work (wall or ceiling) but the Customer will deal and make payment directly to the Customer's appointed contractor. Re-appointment for the purpose of UniFi Service installation will be arranged when the conceal wiring work is completed.
20. The Customer must provide a minimum of four (4) working power sockets prior to installation date and time in order to power up all equipments supplied together with the subscription of the UniFi Service. Subject to subscription of Service, the Customer must also provide one (1) workable unit of Computer (PC) and one (1) workable unit of Television (TV) (for subscription of UniFi Residential Services only). If the Customer requires the location of TV or PC at different locations, the Customer shall bear the additional charges associated with such request.
21. UniFi TM's Equipment termination point shall be determined at the nearest main location after Fibre/VDSL2 cable point of entrance to the Installation Address. TM shall only install up to a maximum of thirty (30) meters of fibre cable starting from the external cable entrance to the Installation Address. Connection to the Customer's Equipment which is beyond the standard installation guideline is subject to charge.
22. TM shall only be responsible to install and configure UniFi Service connection to one (1) TM telephone set at the Installation Address.
23. In a case of underground Fibre blockage due to any act of the Customer or any third party or for any other reason not attributable to TM, TM reserves the right to charge the Customer for civil work and associated cost for such amount as shall be reasonably determined by TM.
24. Any cancellation or deferment of installation appointment by the Customer once appointment is fixed including deferment or cancellation when TM's installation team is already at the Installation Address shall be subject to a charge at such reasonable sum as shall be determined by TM. Re-appointment for purpose of installation shall thereafter be subject to available time and date as may be determined by TM.
25. TM will provide thirty (30) days of installation warranty to the Customer. This warranty shall be limited to any wiring and TM's Equipment fault due to installation done by TM. For clarity, TM's liability herein and the Customer's sole and exclusive remedy shall be limited to labour, repair and material cost and shall not cover any work and associated cost as a result of the Customer's fault or renovation or alteration to its premises either within the installation warranty or otherwise. In such a case, the Customer shall be charged for any re-wiring or other related works in such amount as shall be reasonably determined by TM.
26. Except for any unavoidable circumstances, TM will endeavour to complete the installation of the UniFi Service within twenty four (24) hours of the agreed installation date and time.
27. Customer of UniFi shall enjoy priority restoration time with commitment of 12 working hours. For any complaint, customer can register at nearest TMpoint branches or call TM contact centre 100 or District Executive. Working hours shall mean TM's business hour from 8.30am to 5.30pm (From Sunday - Thursday for Kedah, Kelantan, Johor and Terengganu; from Monday - Friday for other states) excluding public holiday. Rebate, if applicable will be calculated from the time Customer lodge the \*date of complaint until full service restoration date (\*except for customer who request a specific appointment date and time).

## C. BUSINESS BROADBAND & TM BUSINESSLINE SERVICE TERMS AND CONDITIONS

1. TM shall install the Business Broadband Services at the installation address subject to the Customer confirming the readiness and availability of all the following basic service and equipment required for the said Service: (a) TM BusinessLine Service provided by TM (b) AC power supply for modem (Business Broadband only); (c) Hubs, router, servers (for networking purposes); (d) Internal wiring (TM BusinessLine); (e) Personal computer that conform with TM's specification; (f) DSL Modem (if the modem is not leased from TM); (g) necessary approval from developer or building management corporation (where required); and (h) Other requirement as notified by TM from time to time.
2. In the event the Customer intends to do any renovation works which involves the internal and external Wiring for the purpose of setting up Business Broadband Service or the TM BusinessLine Service, the Customer shall notify TM of the same. If the said renovation works is carried out by the Customer or any contractor appointed by the Customer, then the Customer shall be completely responsible for the renovation works and all the costs incurred thereof. If the renovation works as mentioned above in any way obstruct and/or cause damage towards any and/or all access points with any terminating point of the dropwire, then the Customer agrees that any necessities including relevant costs for the re-setting of terminating point of dropwire, as decided by TM, shall be borne completely by the Customer. For avoidance of doubt, 'terminating point of dropwire' means drop point between the Internal and External Wiring. External Wiring involves the joint of wire between the distribution point to the terminating point of the dropwire located at the Customer's premise and Internal Wiring includes the wiring from the said terminating point of dropwire up to the wiring within the Customer's premise.

## D. ADD-ONS TERMS AND CONDITIONS

Specific terms applicable for the relevant Add-Ons are available for viewing at [www.tm.com.my](http://www.tm.com.my)