

RESIDENTIAL APPLICATION FORM



Telekom Malaysia Berhad (128740-P)

STAMP DUTY

SECTION 1: TYPE OF APPLICATION

New Registration   
  Existing/Additional Service (Please state service No: \_\_\_\_\_)   
  Upgrade/Downgrade (Please state login ID: \_\_\_\_\_)   
  Relocation   
  Change Ownership   
 Order ID: \_\_\_\_\_

SECTION 2: APPLICANT DETAILS

Malaysian (enclosed copy of MyKad/MyPR)   
  Non-Malaysian (enclosed copy of Passport)   
 Preferred Language\*:  Malay  English

Name of Applicant\* \_\_\_\_\_  
 MyKad/MyPR\* \_\_\_\_\_ Passport No.\* \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Gender  Male  Female  
 Mobile No.\* \_\_\_\_\_ HomeLine No. \_\_\_\_\_ Other Tel. No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_ Email\* \_\_\_\_\_

SECTION 3: INSTALLATION / RELOCATION

Property Type\*  Landed & High-rise less than 5 storeys   
  High-Rise (5 storeys or more)

Installation Address\* \_\_\_\_\_  
 State\* \_\_\_\_\_ Postcode\* \_\_\_\_\_

Preferred Installation / Relocation Date\*  
 1. \_\_\_\_\_ Time: AM/PM  
 2. \_\_\_\_\_ Time: AM/PM  
 3. \_\_\_\_\_ Time: AM/PM

Fixed Line Installation Fees = RM53.00	Fixed Line Relocation Fees = RM53.00
Streamyx Installation Fees = RM93.28	Streamyx Activation Fees = RM79.50
UniFi Installation Fees = RM212.00	UniFi Relocation Fees = RM318.00

*\*Price displayed is inclusive of GST      \*Note: Fee will be charged in the bill*

SECTION 4: BILLING

Online billing is available at Online Customer Centre portal.  
 For other billing media, please choose one:  Email (Lets save our earth!) email address (if different from above) \_\_\_\_\_  Paper bill (RM2.12/month)

Please tick if you would like to sign up for TM Autopay service (Get a rebate of RM2 every month. No more late payments. Skip the drive, skip the queue!)

Billing Address\*  Please tick if same as installation address  
 \_\_\_\_\_  
 Postal Code\* \_\_\_\_\_

SECTION 5: SERVICE DETAILS

<b>UniFi</b> <b>UniFi Advance</b> <input type="checkbox"/> Jumbo Pack (RM242.74/month) <input type="checkbox"/> Varnam Pack (RM210.94/month) <input type="checkbox"/> Aneka Pack (RM210.94/month) <input type="checkbox"/> Others: _____ <input type="checkbox"/> Ruby Pack (RM210.94/month)	<b>Streamyx</b> <input type="checkbox"/> 8 Mbps (RM169.60/month) <input type="checkbox"/> 4 Mbps (RM148.40/month) <input type="checkbox"/> 2 Mbps (RM137.80/month) <input type="checkbox"/> 1 Mbps (RM116.60/month) <input type="checkbox"/> Others: _____	<b>TM Phone/Fixed Line</b> <input type="checkbox"/> Homeline (RM26.50/month) <input type="checkbox"/> Mobile Homeline (RM26.50/month) <input type="checkbox"/> Homeline Wireless 450 (RM26.50/month)
<b>UniFi Pro</b> <input type="checkbox"/> Jumbo Pack (RM380.54/month) <input type="checkbox"/> Varnam Pack (RM348.74/month) <input type="checkbox"/> Aneka Pack (RM348.74/month) <input type="checkbox"/> Others: _____ <input type="checkbox"/> Ruby Pack (RM348.74/month)	Preferred Login ID (for Streamyx/UniFi) 1. _____ 2. _____ 3. _____	
<b>Upgrade Speed (for UniFi Advance only)</b> <input type="checkbox"/> UniFi Advance Plus (add RM53/month)		
<b>For migration from Streamyx to UniFi</b> Streamyx Login ID _____ TM fixed line _____ <input type="checkbox"/> Keep both services (*Not applicable for VDSL2 customer) <input type="checkbox"/> Terminate TM fixed line only (not applicable for Streamyx customer) <input type="checkbox"/> Terminate Streamyx and TM fixed line <input type="checkbox"/> Relocate to the following address for VDSL2 only <input type="checkbox"/> Terminate Streamyx only (subject to Streamyx availability): _____ <i>*VDSL2 is delivered to premises of 5 storeys and above.</i>		

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

<b>Call Plan (for UniFi Advance, Advance Plus &amp; Pro only)</b> <input type="checkbox"/> Voice STD20 (add RM21.20/month)	<b>HypTV Packages</b> <input type="checkbox"/> Jumbo Pack (RM63.60/month) <input type="checkbox"/> Sport Pack (RM53.00/month) <input type="checkbox"/> Aneka Pack (RM31.80/month) <input type="checkbox"/> Ruby Pack (RM42.40/month) <input type="checkbox"/> Varnam Pack (RM31.80/month) <input type="checkbox"/> HypTV Flicks (RM15.90/month) <input type="checkbox"/> Others: _____	<b>STB Installation Type (Streamyx only)</b> <input type="checkbox"/> TM Install <input type="checkbox"/> Self collect <input type="checkbox"/> Courier	<b>Enhanced Facilities</b> <input type="checkbox"/> International Call <input type="checkbox"/> Call Waiting <input type="checkbox"/> Call Transfer <input type="checkbox"/> Call Transfer on Busy <input type="checkbox"/> Call Transfer on No Reply <input type="checkbox"/> Caller ID Display <input type="checkbox"/> Caller ID Restriction <input type="checkbox"/> Voicemail (please tick to unsubscribe) <input type="checkbox"/> Others: _____
<b>Call Plan (for TM Phone/Fixed Line)</b> <input type="checkbox"/> Voice Deal 38 (RM40.28/month) <input type="checkbox"/> Voice Deal 48 (RM50.88/month) <input type="checkbox"/> Voice Deal 68 (RM72.08/month) <input type="checkbox"/> Pakej RM10 (RM10.60/month; applicable to 384 kbps and 512 kbps) <input type="checkbox"/> Others: _____	<b>HypTV Everywhere</b> <input type="checkbox"/> Plan A - 2 devices (RM5.30/month) <input type="checkbox"/> Plan B - 5 devices (RM10.60/month)	<b>Security &amp; Surveillance</b> <input type="checkbox"/> CCTV 1 camera (RM104.94/month) <input type="checkbox"/> CCTV 2 camera (RM126.14/month) <input type="checkbox"/> Add camera: _____ please specify (RM31.80/camera/month)	
		<b>Home Gadget Protection</b> <input type="checkbox"/> HGP 5 (RM15.90/month) <input type="checkbox"/> HGP 10 (RM26.50/month) <input type="checkbox"/> HGP 20 (RM42.40/month)	

Note: \* Price displayed is inclusive of GST \*\* Price is accurate at the point of printing \*\*\* UniFi Pro and speed upgrade to UniFi Advance Plus are only available if your premise is/could be served by fibre  
 \*\*\*\* Download & upload speed: UniFi Advance : D/L: up to 30Mbps U/L: up to 10Mbps | UniFi Advance Plus: D/L: up to 50Mbps U/L: up to 20Mbps | UniFi Pro: D/L: up to 100Mbps U/L: up to 50Mbps

SECTION 6: THIRD PARTY AUTHORISATION FOR USAGE OF FIXED LINE (for Streamyx Subscription)

<b>Fixed Line Owner</b> Name _____ MyKad/MyPR* _____ Fixed Line No. _____ I hereby warrant that the above authorisation is the only authorisation given for the purpose of subscribing for a Streamyx service and I shall NOT authorise the usage of the above TM fixed line number for subsequent application of Streamyx service to other parties. _____ Signature of Fixed Line Owner      Date _____	<b>Streamyx Applicant's Name</b> Name _____ MyKad/MyPR* _____ I hereby agree to be liable for any demand/claim and any cost arising from legal action pertaining to my usage of the fixed line and the Streamyx service. I further agree that TM shall not be responsible in any way whatsoever for any disruption to the Streamyx service in the event that the owner terminates the TM fixed line or upon suspension. _____ Signature of Streamyx Applicant      Date _____
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SECTION 7: CHANGE OWNERSHIP

<b>Current Owner</b> Login ID _____ Name of Applicant _____ MyKad/MyPR* _____ I agree to surrender my Fixed Line/Streamyx/UniFi service(s) to the new customer subject and agree on the following: a) That I have to pay all outstanding payment b) That I am subject to RM10.60 Change of Ownership fee _____ Signature of Current Owner      Date _____ <i>*Price displayed is inclusive of GST</i>	<b>New Owner</b> Name of Applicant _____ MyKad/MyPR* _____ I agree to accept services from the current owner and agree on the following: a) That I have read, understand and agree to be bound by the Terms & Conditions which accompany the usage of TM products & services and any amendments made b) That the above information provided is true and correct c) That I will pay the subscription fee and any related charges at the prevailing rate _____ Signature of New Owner      Date _____
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## A. TERMS AND CONDITIONS (for Residential/Individual Customers only)

Key terms & conditions for the subscription by the Customer of the UniFi Service and/or the Streamyx Service and/or the TM Phone/Fixed Line 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: For Malaysian - a copy of the individual's identity card (both sides); for Non-Malaysian - a copy of the Customer's passport.
- 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 (MSP) and Compensation for Early Termination or Suspension

- 2.1 Unless otherwise specified in the Application Form, the Minimum Subscription Period for UniFi and Streamyx 8Mbps is twenty four (24) months and for other Streamyx packages and HyppTV Pack(s), 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 If Customer chooses to terminate Streamyx 8Mbps or other Streamyx package before the end of MSP, customer is subject to a penalty of RM500 and RM350 respectively. If customer chooses to terminate both UniFi AND HyppTV Pack(s) within the MSP of UniFi, customer is subject to a penalty of RM500 AND the accumulative balance for the remaining HyppTV Pack(s) subscription [HyppTV packages price] x [number of remaining months]. However, if termination is made after the MSP of HyppTV Pack subscription, customer is only subjected to a penalty of RM500 only. If customer chooses to terminate the HyppTV Pack only within the Minimum Subscription Period, customer is subject to a penalty for the accumulative balance for the remaining HyppTV Pack(s) subscription [HyppTV packages price] x [number of remaining months].

### 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 unauthorised use by any third party of such use, 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 as specified in TM's first (1st) bill or subsequent bill is not paid in full on its 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

- 5.1 Any request for change of the relevant Service package plan is subject to TM's approval.
- 5.2 Customer acknowledges that TM has the right to substitute the relevant Service with a 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 Customer agrees and undertake to pay TM installation fee (if any) a sum equal to two (2) month's subscription fee for the relevant Service and all other charges as specified in TM's first (1st) bill. The Customer agrees that the relevant Service may be suspended if payment under the first (1st) bill or under any subsequent bill is not fully paid as and when it falls due. Customer further agrees to be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the relevant Service, all charges, fees, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.
- 6.2 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.
- 6.3 Customer agrees that TM may, from time to time, implement and/or vary the 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.
- 6.4 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.
- 6.5 Save within the 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 installation guidelines and requirements, TM has the right to cancel the order or terminate the Customer's Service application without liability whatsoever to the customer. In addition, TM shall be entitled to suspend or cancel any installation of the Service at the Installation Address and/or terminate the Customer's Service 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 activities(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 one (1) Streamyx/UniFi Service per installation address and in any case, up to a maximum of three (3) Streamyx/UniFi Service at three (3) 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/Streamyx 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/Streamyx 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/Streamyx 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 Residential package [available only for residential or home-based individual Customer] or other category of Customer as shall be approved by TM] or any of them.
2. Subject to availability, TM may provide to the Customer with 'Triple Play' activation consisting of Internet, Voice and Internet Protocol Television (IPTV) and related TM's Equipment together with value added services which may be provided by TM together with the subscription thereof. 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 deem necessary. The Customer agrees that the Deposit may be forfeited or set off or called 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 disclaims 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 reserves the 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 the 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 the BTU installed or placed at the Customer's premises may be shared by TM with other service provider(s) as TM may deem 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 the 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 acknowledge 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 the issue arises. 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 involves 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 concealed wiring even if so requested by the Customer. TM may propose the recommended list of contractors 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 concealed 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) metres 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 the 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 of 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.

## C. STREAMYX AND TM PHONE/FIXED LINE SERVICE TERMS AND CONDITIONS

1. TM shall install the Streamyx 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 Homeline Service provided by TM (b) AC power supply for modem (Streamyx only); (c) Hubs, router, servers [for networking purposes]; (d) Internal wiring (TM Homeline); (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 Streamyx Service or the TM Phone/Fixed Line 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)