

Unifi Cloud Gaming Terms Conditions

These Terms and Conditions is incorporated and forms part of General Terms and Conditions for Unifi Home ("Unifi Home T&C"), thus binding on you. Kindly read the terms carefully before subscribing to the Service. By subscribing the Service, you acknowledge and agree that you have read, understood and agree to be bound by the terms herein ("Agreement"). All of the terms and conditions shall govern the access and use of the Service.

1. GENERAL

In these Terms and Conditions, Parties agree on the following use and definition regarding the terms reproduced in this article.

- 1.1 This Unifi Cloud Gaming is brought to you by TM Technology Services Sdn Bhd (formerly known as webe Digital Sdn Bhd) ("TM") with a collaboration with Radiant Arc to offer Blacknut cloud gaming to TM customers (hereinafter referred to as "Service").
- 1.2 This Service is a monthly subscription online video games streaming that provide access to over 500 games titles. This Service offers unlimited access to stream directly at any time, on any device, and from any location across multiple platforms (mobile device, PC/laptop, Smart TV, Android box).
- 1.3 The Service is exclusively offered to new and existing TM customer(s) ("Customer") who subscribe to Unifi Home plan and wish to add-on this Service or subscribe to Unifi Gaming bundle plan with affordable monthly commitment, except for the following:
 - a) Existing TM customers who subscribe to Unifi Lite (Streamyx);
 - b) TM business customers.
- 1.4 By subscribing to the Service, Customer hereby agree on the service processing days as advice by TM from time to time.
- 1.5 Each Unifi Home account with different billing email address can subscribe to one (1) Service plan at one time.
- 1.6 Habitual registration under same Unifi ID/NRIC is to add on Service is strictly prohibited.
- 1.7 This service can be subscribed via below TM available sales channels:
 - a) Unifi Store; or
 - b) Unifi Selfcare portal or MyUnifi app

- 1.8 Further enquiries relating to the Campaign can be channeled to TM Live Chat at [Unifi.com.my/chat](https://unifi.com.my/chat), visit any Unifi Store outlets nationwide, tweet us @helpmeUnifi or message us at facebook.com/weareUnifi for assistance.
- 1.9 TM reserves the right to withdraw, cancel, suspend, extend or terminate the Service offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice to Customers.
- 1.10 The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as TM deems fit. The TM Privacy Notice applies, for further information on the Privacy Notice of TM's group of companies, please visit Privacy Notice for details.

2. SERVICE OFFERING

- 2.1 The available plans offered for the Service are as follows:

For Add On offering

- a) Speed Eligibility: For Unifi Home only (30Mbps-2Gbps);
- b) Add on Service details:
- RM35/month for the Service;
 - No contract period
 - Enjoy more than 500 game titles, accessible via Blacknut apps;
 - FREE one (1) month waiver of the Service;
 - Elevate gaming experience by adding on Logitech F710 wireless gamepad worth RM9/month for 24 months.

For Bundle offering

- a) Speed Eligibility: For 500Mbps-2Gbps
- b) Customer eligibility: New/New & Existing Unifi Home customer
- c) Bundle plan details:
- Unifi Gaming 500Mbps (RM254)
 - Unifi Gaming 1Gbps (RM384)
 - Unifi Gaming 2Gbps (RM414)
- d) Contract period: 24months
- e) What customer enjoy?
- Unifi home plan
 - Unifi TV family pack
 - Blacknut cloud gamin
 - **Included** 1 Logitech Wireless Gamepad
- f) Device: Add- on one more Logitech F710 Wireless Gamepad RM9 @ 24 months contract period

- 2..2 For any Unifi Gaming bundle plan application submitted by the customer without verification of MyKad Reader, an upfront payment of RM100 (for Malaysian citizen) and RM500 (for foreign customer who resides in Malaysia or a permanent resident of Malaysia) will be imposed and is payable within ten (10) days effective from the Unifi activation date. The upfront payment will be rebate back in customer's second month bill.
- 2.2 Any existing subscription to Add on Services will be carried forward when the Customer opt-in to Unifi Gaming bundle offering. The VAS is at all times subjected to Terms and Condition of the current existing VAS.
- 2.3 By subscribing to this Service (Add On or Bundle offering), Customer is required to complete registration for a 'Blacknut Account' by using the information provided in email activation by Blacknut to customer during the subscription for the Service (Add On or Bundle offering), via TM sales channel.
- 2.4 Customer is at all times responsible for the security of their own computer equipment and system, as well as the confidentiality of Customer's identifiers and passwords.
- 2.5 To create an account and subscribe to the Service, Customer must be at least of eighteen (18) years old. It is the responsibility of those with parental authority to determine which services are appropriate for their minor children and to take the necessary precautions to limit access to certain services and content. The use of the Service by a minor is the responsibility of the parents (or guardian).
- 2.6 The customer has access to the following features as part of the Service:
 - a) Creation of a User Account
 - b) Creation up to 5 Player profiles from the User Account, which all profiles can play simultaneously on different devices.
 - c) Access to all the Games available on the Blacknut application.
 - d) Multiple access to compatible devices up to five (5) devices, the number which is set in the selected Subscription (mobile device, PC/laptop, Smart TV, Android box).

e) Parental Controls.

- 2.7 Customer will be notified via email through registered Unifi billing email address once the Service is successfully provisioned.
- 2.8 The Service will be charged to Unifi Home bill. Customer will not be charged during the first month and monthly charges will only commence on the 2nd month onwards.

3. LOGITECH F710 WIRELESS GAMEPAD

- 3.1 For add on offering, customer may also add on the Logitech F710 Wireless gamepad ("Device") when they subscribe to the Service for a more fulfilling gaming experience.
- 3.2 Price for the Device is RM9 per month with twenty-four (24) months contract period.
- 3.3 The device will be owned by customer upon completion of the twenty-four (24) months contract.
- 3.4 The device is non- returnable.
- 3.5 Only Customer with successful subscription for the Service is allowed to add-on the Device to their Service subscription. The Device is not available for other unifi services without the subscription of Unifi Cloud Gaming.
- 3.6 Customer can subscribe up to two (2) Device per Unifi Home account.
- 3.7 The contract period for the Device shall run separately from Customer's Unifi Home subscription.
- 3.8 The order processing and delivery of the Device will take place within fourteen (14) working days. For new Unifi Home customer, delivery of the device will take place within fourteen (14) working days after complete installation of the broadband.
- 3.9 Customer will be notified by SMS on the delivery of the Device. Customer is responsible to manually track the delivery of the Device using the order number i.e. the tracking number in Line Clear website at <https://lineclearxpress.com/my/tracking>
- 3.10 There are no additional charges for delivery of the Device and the delivery service is available nationwide.

- 3.11 Customer is responsible to do self-inspection and testing upon receiving the device.
- 3.12 For any identifiable defects found on the Device upon receipt by the Customer, Customer is eligible for replacement of the Device provided if the Customer able to successfully lodge a report to Unifi customer service within seven (7) days upon receiving the device via live chat at Unifi.com.my or myUnifi app.
- 3.13 Estimated duration to replace the defective device is fourteen (14) working days and it is subject to manufacturer's stock availability and Customer's location.
- 3.14 If the report is made after seven (7) days, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- 3.15 The device comes with standard manufacturer warranty from respective device manufacturer.
- 3.16 Warranty of the Device is for the period of three (3) years from the date customer receive the Device. Customers are bound by the following terms for the warranty claim:
 - a) The Device comes with standard manufacturer warranty;
 - b) Warranty of the Device is for the period of three (3) years from the date Customer receive the Device; and
 - c) For any warranty claims related to the Device, Customers are advised to liaise directly with respective manufacturer authorize service center.
- 3.17 For any after sales support in relation to the device, Customers are required to contact manufacturer directly below:
 - a) Hunting Line: 03-61430888; or
 - b) Website: www.mlink.com.my
- 3.18 The Device is offered and supplied by third party partner and TM is not liable for any liability claims with regards to the additional feature service offered for the device.
- 3.19 TM reserves the absolute right to determine the model, brand, color and specifications of the device.
- 3.20 Visual(s) used in any advertisement, promotional materials and other materials relating to this Device are solely for illustration purposes only and may not depict the actual device offered.

4. CHARGES, PAYMENT & BILLING

- 4.1 TM will automatically update Customer's billing information in terms of name and price once Customer's subscription to the Service and/or Device is activated.
- 4.2 TM Credit Limit terms and conditions applies.

5. RELOCATION AND TRANSFER OF OWNERSHIP

- 5.1 For any relocation of Unifi service, the Service subscription will continue despite the change to new address. Any relocation and installation of the Device due to relocation of Unifi Home plan is strictly under the responsibility of Customers.
- 5.2 The Device is not transferable to the new owner. Such request shall be treated as termination and the Customer is responsible to pay for penalty for the Device.

6. CANCELLATION AND TERMINATION OF SERVICE AND DEVICE

- 6.1 The Service and/or Device can only be terminated via ~~TM Live Chat at Unifi.com.my/chat, or visit any Unifi Store outlets nationwide.~~

- 6.2 For removal of the Service plan, there will be no penalty.

- 6.3 For removal of the Device within contract period (for add on offering), there will be early penalty charge which will be calculated based on the remaining months balance for the Device. The illustration for the early termination charges is as per below:

Remaining Month (s) x package price

Example:

5 months remaining contract

RM9 x 5 months = RM45

- 6.4 Penalty imposed to Device is separate and not applicable to the Service.

- 6.5 For bundle offering, customer is not allowed to terminate Blacknut service unless customer agree to change to other Unifi Home plan (as commercially available at that time).

Example: Terminate Blacknut only

- 6.6 For termination of the bundle offering within contract period, there will be early penalty charge which will be calculated based on the remaining months balance for the package. The illustration for the early termination charges is as per below:

Remaining Month (s) x Unifi Home subscription plan
(calculated based on before discount)

Example:

Unifi Gaming 500mbps = RM254

5 months remaining contract

RM254 x 5 months = RM1,270.00

7. PROHIBITED USE

7.1 The Customer shall:

- a) Not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- b) Not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- c) Not share the 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;
- d) Not resell or sublet the Service to any third parties;
- e) Not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other customers or efficiency or security as a whole.

- 7.2 TM reserves the right to suspend the Customer's access to Service or to terminate the Service if the Customer is found to have committed any action that falls within the prohibited use mentioned in this Clause 7.1 and TM shall not be liable for any cost or loss incurred by the Customer due to such suspension or termination.

8. VARIATION

- 8.1 TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Service and Device offering.

9. CONTACT INFORMATION

- 9.1 For any inquiries, clarification, report, complaint, questions, comments or suggestions, you may reach out to us via myUnifi

App /Unifi Portal or email to help@tm.com.my. Or call to Unifi Contact Center.

10. GOVERNING LAW AND JURISDICTION

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

11. PRIORITIZATION OF DOCUMENTS

- 11.1 In the event there is any inconsistency of the provisions under these terms and conditions and the Unifi Home Terms and Conditions and the Terms of Use, the following order of precedence shall apply:

- a) Unifi Cloud Gaming Terms and Conditions;
- b) Unifi Home Terms and Conditions;
- c) Terms of Use.

- 12.** Customer agrees to have read, understand & agreed to be bound by the Terms & Conditions of Unifi Cloud Gaming and [TM Privacy Notice](#).

[End of Terms and Conditions]