

## TMT Protection Plan: TMT Care Policy

### 1. Definition and Interpretation

- 1.1. “Product” refers to the consumer products sold by TMT and covered under a valid warranty.
- 1.2. “Customer” refers to the owner of Product that is entitled to the Warranty.
- 1.3. “TMT” ” refers to Thunder Match Technology Sdn. Bhd. (Company No.: 200101005756 [541512-U]), which business address is presently located at H-G-5 and H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- 1.4. “Agreement” and “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the TMT Care Policy document, which comprehensively outlines the coverage, terms, and other essential details of the extended warranty provided by TMT for the specified products. This Agreement serves as the governing document for the TMT Care Policy and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties regarding the extended warranty coverage.
- 1.5. “TMT Care” is an extended warranty program offered by TMT. This program is designed to provide additional coverage for products sold by TMT that have expired manufacturing warranty. The purpose of this program is to extend the life and usability of these products beyond their original warranty period.
  - a) In addition, TMT Care program also offers the option to extend or renew the current TMT Care or the original manufacturer’s warranty. However, this extension or renewal is only available if the customer did not purchase the TMT Care warranty at the same time as the product. In other words, if the TMT Care warranty was not included in the original purchase of the product, the customer has the option to extend or renew their warranty under the TMT Care program.
  - b) The pricing tier of TMT Care is based on the original Standard Retail Price (“SRP”) of the Product, and not the discounted sale price.
  - c) For more information on the extended warranty program “TMT Care” provided by TMT, please visit: <https://www.tmt.my/pages/tmt-protection-plan>

### 2. Agreement and Consent to Terms and Conditions

- 2.1. The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.
- 2.2. By placing an order, making a purchase, or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms and conditions herein.
- 2.3. In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the

relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.

2.4. All decisions by TMT in regards to this Agreement program are final, conclusive and binding.

### 3. Amendments and Updates of Terms and Conditions

- 3.1. TMT reserves the right to amend, modify, or update these Terms and Conditions at its sole discretion without prior notice.
- 3.2. Any changes to these Terms and Conditions will become effective immediately upon posting on TMT's designated communication channels. TMT shall not be liable to provide any form of compensation to Members in the event of such modifications.
- 3.3. It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- 3.4. By continuing to engage in business with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.

### 4. Product Eligibility

- 4.1. TMT Care is provided upon purchase of an eligible Product & the appropriate TMT Care Plan, and only covers a Product which:
  - a) Is purchased from TMT;
  - b) Is manufactured or used in Malaysia; and
  - c) Includes, at the time of purchase, the manufacturer's complete & original warranty valid in Malaysia.
- 4.2. When purchased with a Product, the TMT Care expiry date should not exceed 1,460 days (4 years) from the Product's:
  - a) Manufacturing date for Phones, Tablets, Smart Watch, Smart Home Appliances, Headphone & Monitor
  - b) Invoice date for Personal Computer ("PC"), Printers, Notebook & Gaming Laptop
- 4.3. TMT Care can also extend the warranty period of Products that were previously purchased from TMT by Customers, provided the Product:
  - a) Is covered by TMT Care or a Manufacturer Warranty/Brand Warranty with a minimum of 2 months remaining before expiry
  - b) Has no physical damage
  - c) Is within 1,095 days (3 years) from:
    - The manufacturing date for Phones, Tablets, Smart Watch, Smart Home Appliances, Headphone & Monitor
    - The invoice date for PC, Printers, Notebook & Gaming Laptop
- 4.4. TMT Care can only be attached to certain Product categories & brands which includes but not limited to Mobile Phones, Tablets, Gaming Laptops, Notebooks, PC, Monitors, Smart Watch, Headphone, Printers, and Smart Home Appliances.

- a) TMT have the right to amend which categories and/or brands that can be covered under TMT Care.
  - b) The final decision in whether a Product is eligible to be purchased with TMT Care lies solely at TMT's discretion.
- 4.5. TMT Care cannot be purchased to extend an existing TMT Care warranty.

## 5. Earning and Redeeming Program Rewards

- 5.1. Under the program, Members earn one (1) point for every One Ringgit Malaysia (RM 1.00) expended in any TMT retail outlets in Malaysia and will be credited to Member's account immediately. Points are earned solely through the purchase of products and merchandise. Expenditures on additional costs, including but not limited to delivery charges, service fees, taxes, gift cards, and any other vouchers or discounts, will not be eligible for point conversion.
- 5.2. Members may exchange points or redeem one thousand (1,000) points for Three Ringgit Malaysia (RM 3.00) which can be used as discounts for their purchases in TMT outlets. Points cannot be applied to excluded items, including but not limited to gift cards, eGift cards, warranties, technical services, TMT Protection Plan, and in conjunction with other discounts.
- 5.3. To maintain the integrity of the rewards program, Members are prohibited from any actions intended to manipulate point accumulation, refunds or redemption. Any attempts to engage in such practices may result in the suspension or termination of membership, deduction from refund amount or forfeiture of all points. TMT reserves the right to determine whether any purchase is considered as arbitrary.
- 5.4. In the event of a refund, return, or cancellation of an order in which points were redeemed, the points initially redeemed shall be recredited to the Member's account. Conversely, any points accrued from such transactions shall be forfeited.
- 5.5. Points have no cash value, are non-monetary and cannot be converted into cash. TMT may, in its sole discretion, allow points to be redeemable for other items of merchandise from time to time. However, points are never redeemable for cash.
- 5.6. Points earned by members shall expire on the last day of the month of the year ("Expiration Date"), one (1) year from the date that the point was earned ("Earn Date"). For example:

<b>Earn Date</b>	<b>Expiration Date</b>
Any date in January 2024	31 <sup>st</sup> January 2025
Any date in February 2024	28 <sup>th</sup> February 2025
Any date in June 2024	30 <sup>th</sup> June 2025

- 5.7. Members can check their current available at any TMT retail outlets or by contacting TMT Customer Service.
- 5.8. All points earned that are not utilised and redeemed by the end of the Expiry Date will expire and automatically forfeited without notice. Members are not allowed to recollect the expired points under any circumstances and there shall be no extension of time for such points beyond the Expiration Date and all expired points cannot be reinstated.

- 5.9. TMT reserves the right to modify the redemption value of points, the eligible products or services for redemption, or any other aspect of the points redemption program at its sole discretion.

## 6. Member's Privilege and Benefits

- 6.1. Exclusive privileges are reserved for Members, encompassing access to specially curated promotions. These promotions are subjected to a limit of one unit per product per member.
- 6.2. **Technical Support** – Members are granted access to a spectrum of technical support service including diagnostic and troubleshooting services for Personal Computers (“PC”) or laptops, RAM (Memory) upgrades, heatsink fan assembly for new PCs, data transfer (30GB) for HDD/SSD, modem or router basic setup and configuration, PC power supply replacement or installation, fan cleaning, thermal paste replacement for PCs or laptops, data storage replacement or upgrade (HDD/SSD/SSHD), basic PC parts assembly to new PCs, formatting of PCs or laptops with Microsoft Windows (Pre-installed License Key), and upgrading, installing, and assembling PC parts from existing PCs to new PCs, including upgrading and installing AIO cooling or liquid cooling systems for PCs.
- 6.3. **One-To-One Exchange** - Members are eligible to a 1-to-1 exchange up to fourteen (14) calendar days under the conditions below:-
- a) During inspection of the product, if members encounter any defects or damage within TMT's store premises, members must notify TMT contemporaneously and can choose to exchange the product or cancel the purchase. If the product has left TMT's premises, Members have up to fourteen (14) calendar days to exchange if there are any defects or damage.
  - b) Members can only request for an exchange at the outlet the Product was purchased from. The Product must be returned in its original form, which includes but not limited to the original packaging, warranty sheets, manuals, accessories, cables, and plastic coverings. The Sales Invoice/Receipt must also be presented to be eligible.
  - c) Exchange is not eligible for the following circumstances including but not limited to:-
    - Physical/Aesthetic damage
    - Accidental/Intentional damage
    - Any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a purchased software
    - Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, removal of odours, lubrication, external adjustments, including problems caused by a device that is not the Product, including equipment or accessories that are not OEM, whether or not purchased at the same time as the Product
    - Products or parts that are functional and working as intended found not compatible with the Member's PCs or Notebooks
  - d) Any e-Gift cards or credits top-up made with the purchase/transaction will not be eligible for a refund.
  - e) The validity period for TMT's 1-to-1 exchange is delineated based on the date of the issued invoice.
  - f) The following product categories are not eligible for the 1-to-1 exchange including but not limited to:

- Software
  - Tablets
  - Smartphones
  - Apple Products
  - Fitness & Wearables
- 6.4. TMT may, in its sole discretion, alter, limit, or modify all benefits and program rules, regulations, eligibility for membership, or any other feature of the Program, or may terminate the Program at any time in its sole discretion.
- 6.5. Membership in the Program may entitle Members to various additional offers (“Offers”). The details of these Offers are set out from time to time in TMT retail outlets and on TMT.MY. Details and terms of any Offers as set out in the TMT retail outlets and/or TMT.MY are valid as specified in TMT retail outlets and/or TMT.MY. Members shall receive periodic e-newsletters detailing the latest promotions and deals available at TMT.

## 7. Data Privacy and Protection

- 7.1. By joining the Program, Members consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- 7.2. Data collected includes but not limited to their name, NRIC number, contact details, date of birth, gender, marital status, nationality, preferred language, ethnicity, occupation, monthly income, and financial information.
- 7.3. TMT may collect, process, and store personal information about the Members in compliance with applicable data protection laws. The Member’s information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
- 7.4. By engaging in business with TMT, Members consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- 7.5. Members understand and agree that their personal data may be transferred and/or disclosed to TMT’s affiliates and authorised external parties from various countries around the world. Where your Personal Data has been transferred to any subsidiary, affiliate, or associated company of Thunder Match and/or to third parties located outside of Malaysia, TMT will use reasonable effort to ensure that the parties receiving this information will have or put in place organizational, contractual and legal measures and with adequate levels of protection implemented as well as compliance with any additional local legal requirements to safeguard their Personal Data.
- 7.6. Members at any time, have the right to:
- a) Request access to a copy of the personal data we hold about you or information about the ways in which we use or disclose your personal data.
  - b) Request corrections or updates to any of your personal data that we hold about you.
  - c) Withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes outlined in above.
- 7.7. The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT’s Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>

## 8. Changes, Termination, Cancellation and Removal from Membership Program

- 8.1. Members have the right to cancel their membership at any time by contacting TMT Customer Service at 03 – 2022 5532 or [customerservice@tmt.my](mailto:customerservice@tmt.my) (10.00am – 6.00pm MYT Monday to Friday, excluding Public Holidays).
- 8.2. Account ownership and its membership points and benefits are non-transferable by any means.
- 8.3. TMT reserves the right to terminate, cancel, or suspend a Member's membership at its sole discretion and will affect the Member's eligibility for further participation in the Program, with or without notice, for any reason including but not limited to:
  - a) Abusing or breaching membership terms and conditions
  - b) Failure to follow any terms of the Program
  - c) Any misinterpretation and/or any conduct detrimental to the interests of TMT
  - d) Fraudulent or attempted fraudulent activities or transactions associated with the membership and member's account
  - e) Providing false information during registration
  - f) Misuse or abuse of Membership Program points and benefits
  - g) Non-payment of fees and charges
  - h) Death of the Member
- 8.4. Upon termination, cancellation or suspension of a membership whether by the Member or TMT in accordance with the Terms herein, the Member shall forfeit all rights and benefits associated with the Program. Any points accrued or issued in the Member's account shall instantly and automatically expire. Termination, cancellation or suspension of a membership, for any reason, does not entitle the Member to a refund of any fees paid.
- 8.5. If for any reason the Program is incapable of running as planned for any reason, TMT reserves the right to in its absolute discretion to suspend or terminate the Program. In the event of such suspension or termination, TMT will notify the Members of the Program via email and/or website. Such notification shall be valid and effective immediately upon posting on TMT's designated communication channels. TMT shall not be liable to provide any form of compensation to Members in the event of such suspension or termination.

## 9. Limitation of Liability

- 9.1. To the extent permitted by law, in no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.
- 9.2. To the extent permitted by law, the limitations on TMT's liability set forth herein shall apply whether for breach or repudiation of contract, or whether in tort, civil liability by way of negligence, gross negligence, strict liability, or otherwise, event if advised of the possibility of such damage.
- 9.3. Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance

with these terms. TMT's total liability for any claims related to its products or services shall not exceed the total amount paid by the Customer for the specific product or service giving rise to the claim.

- 9.4. By continuing to engage in business with TMT, the Members hereby willing agree that they have relinquished their rights to seek these damages from TMT and that this is a reasonable allocation of risk.

## 10. Governing Law & Jurisdiction

- 10.1. The laws of Malaysia shall govern the interpretation of these Conditions and any Agreements.
- 10.2. Members agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Agreements.
- 10.3. Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Member and are not the responsibility of TMT.

## 11. Miscellaneous

- 11.1. Any advice or actions of TMT's staff that contradict these terms & conditions shall not alter the terms and conditions herein.
- 11.2. Members must take reasonable care to ensure that all the information provided to TMT are full, complete, correct and honest and to the best of the Member's knowledge. Members have a duty to inform TMT of any changes in the information provided to TMT.
- 11.3. The failure by TMT to enforce any of the Terms and Conditions herein shall not be considered a waiver of its right to enforce any other term or conditions in the future. If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.
- 11.4. Words denoting the singular include where the context so admits the plural and vice versa.
- 11.5. Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- 11.6. Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- 11.7. Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute", or "statutes" includes any regulations or orders made under such statute or statutes.
- 11.8. References in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph or schedule to this Agreement so numbered.





**THUNDER MATCH TECHNOLOGY SDN BHD (541512-U)**

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- 11.9. Any reference to “law” shall be construed as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, courts, regulatory body, authority, legislative body or department thereof.
- 11.10. Where the context so requires, the words “hereof”, “herein”, “hereto”, “hereunder”, “hereafter” wherever used shall refer to this Agreement as a whole and not to any particular provision only.