THUNDER MATCH TECHNOLOGY SDN BHD (541512-U)
(a subsidiary of Nojima APAC Limited)
H-G-5 and H-G-6, Connaught Avenue, No. 38, Jalan 9,
Taman Bukit Cheras, 56000 Kuala Lumpur.
Tel: 03-2022 5532 **Web: www.tmt.my**

TMT Apple New iPhone Campaign Terms & Conditions (2026)

Campaign Details

- Date : 12 September to 31 December 2026 (unless otherwise stated below)
- Organiser : Thunder Match Technology Sdn Bhd

Definition and Interpretation

- "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".
- "Agreement" and "Terms and Conditions" refers to the official documentation, terms, and conditions outlined in the document herein, which comprehensively outlines the terms, and other essential details for the purchase and sale of Goods and Products in TMT. This Agreement serves as the governing document and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties.
- "Goods" and "Products" encompasses the items, products, merchandise, and any associated parts supplied by TMT under these Terms and Conditions.
- "Customer" pertains to the individual or entity that accepts a quotation or sales offer from TMT for the sale of goods or whose order for goods is accepted by TMT.
- "Campaign" refers to the TMT Apple New iPhone Campaign (2026) held on 12 September to 31 December 2026 (unless otherwise stated below), hosted and organised by TMT.
- "TMT.MY" refers to TMT's official website: www.tmt.my

Agreement and Consent to Terms and Conditions

- The terms and conditions detailed in this agreement, in conjunction with TMT's 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.
- 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.
- 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.
- All decisions by TMT in regard to this Agreement program are final, conclusive and binding.

Amendments and Updates of Terms and Conditions

- TMT reserves the right to amend, modify, or update these Terms and Conditions at its sole discretion without prior notice.
- 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 Customers in the event of such modifications. Such changes will overwrite any previous terms and will be legally binding.
- It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- TMT shall not be held responsible for any typographical errors, omissions, or inaccuracies in any printed or digital materials related to the Campaign. In the event of such errors, TMT reserve the right to make corrections and interpret the terms as intended, without prior notice.
- By continuing to engage in business or otherwise interact 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.

Pricing and Payment

- The contract price for the product(s) is strictly as stated in the Invoice or Quotation. All promotional offers and prices are applicable exclusively as displayed on official promotional visuals, Point of Sale Materials (POSM), and/or price tags located within TMT's premises. TMT reserves the sole and absolute right to adjust or update pricing across all sales channels without prior notice.
- All Goods and Products are subject to stock availability and are sold on a strictly first-come, first-served basis. TMT does not guarantee the immediate availability of any item, and once the allocated stock for the Campaign is exhausted, TMT shall not be obligated to provide the same promotional price for future restocks or other sales channels.
- TMT accepts multiple payments ("Multi Payment") for a single Invoice, subject to a maximum of TWO (2) separate transactions of different types.
    - For example, Customer can use to complete an Invoice payment using a credit card and E-Wallet. Customers are not allowed to use 2 different bank cards for the Invoice.
    - Customers opting for Multi Payment must ensure that both payments are completed concurrently within the same day.
    - TMT shall not be held liable for any delays, discrepancies, or complications arising from partial payments beyond the permitted limit or the failure to complete multi-payments within the same business day. Any deviation from this policy may result in the transaction being considered incomplete or invalid at TMT's sole discretion.
- In the event the Customer is opting to make payments via bank transfer, the Customer shall ensure that the payment is made exclusively to the bank account details provided in the official TMT invoice or quotation. Any payment made to a bank account not officially owned by TMT and not in accordance with the bank details provided in the invoice or quotation shall not be deemed as a valid payment.

- TMT shall not assume any responsibility or liability for funds transferred to accounts not officially owned by TMT. Customers are strongly advised to exercise due diligence in verifying the authenticity of the provided bank account details to prevent fraudulent transactions.
- Products purchased shall only be released to the Customer upon full and complete payment of the total amount stated in the invoice. TMT shall not be obligated to deliver or release any product(s) until payment is received in full, in accordance with the terms outlined herein.
- TMT reserves the right to take appropriate legal actions to recover any unpaid amounts and may consider the transaction null and void if payment is made to an unauthorized account. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- Prices offered through different TMT sales channel may vary due to differences in operational environments, promotional activities, and channel-specific strategies. As such, products may be priced differently across these platforms at any given time. TMT reserves the sole and absolute right to determine, adjust, and update the pricing for all products across all sales channels without prior notice. The selection of a specific sales channel is final once the order is placed. Purchases cannot be transferred to, matched with, or adjusted against pricing offered on another sales channel.
- TMT retains sole and absolute discretion to determine, adjust, and confirm the final price of any product across all sales channels without prior notice. The final payable price for any transaction is strictly subject to TMT's ultimate approval and confirmation at the time of order processing.
- TMT reserves the right to determine which types of sales are eligible for instalment plans and may amend, modify, or update these eligibility criteria at any time without prior notice.

Bank Promotions (Applicable to TMT Retail Stores Only)

- Bank promotions are applicable to the new iPhone 18 Series purchases made at participating TMT stores only.
- Bank offers are not applicable to BOPIS orders, as customers are required to make full payment in-store upon collection.
- Each bank promotion is subject to the applicable eligible card type, minimum spend, payment method, instalment tenure, and promotional allocation.
- The full eligible payment must be made using one qualifying payment method. Payment cannot be split between BNPL and a credit card for the purpose of claiming a bank promotion.
- Each eligible principal cardholder is entitled to ONE (1) bank promotion only per qualifying purchase.
- Bank promotions are subject to stock / voucher availability and may be withdrawn once the promotional allocation is exhausted, even before the stated campaign end date.
- Customers may refer to the applicable bank promotion details at the participating TMT store. Promotion availability should be verified with TMT staff before payment. TMT reserves the right to amend these terms and conditions or terminate the Stamp & Redeem activity as its sole discretion without prior notice.
- **Bank Promotion Details**

Bank	Promotion	Key Conditions	Campaign Period

Maybank	RM388 instant rebate or RM288 instant rebate + RM100 TMT Voucher	• RM388 Instant Rebate (Visa Diamante & AMEX Platinum Charge Card) • RM288 Instant Rebate (All other Maybank Credit and Charge cards) • EzPay for 6months or 12 months only • Full payment	Until 31 Dec 2026 or while stocks last
CIMB	RM200 TMT Voucher	• IPP tenure up to 36 months.	Until 31 Oct 2026 or while stocks last
UOB	RM250 or RM150 TMT Voucher; 5,000 UniRinggit Points by UOB	• RM250 TMT Vouchers (Visa Infinite Metal, Privilege Banking Visa Infinite, Visa Infinite and Zenith Cards) • RM150 TMT Vouchers (All other UOB Credit and Debit Cards) • 5,000Uni Ringgit Points (min. spend RM5k) • IPP tenure up to 36 months • Full payment	Until 30 Nov 2026 or while stocks last
Alliance	RM150 instant rebate	• IPP tenure up to 36 months • Min.spend RM3,000	Until 30 Nov 2026 or while stocks last
Bank Islam	RM150 instant rebate	• IPP tenure up to 36 months (VISA only) • Full payment	Until 30 Nov 2026 or while stocks last
BSN	RM150 instant rebate	• IPP tenure up to 36 months • Min.spend RM3,000	Until 30 Nov 2026 or while stocks last
HSBC	RM418 instant rebate or RM218 instant rebate	• RM418 Instant rebate for Premier cards; • RM218 OFF for all other eligible cards. IPP tenure up to 36 months • Full payment	Until 15 Oct 2026 or while stocks last
RHB	RM150 instant rebate	• IPP tenure 6 months, 12 months or 24 months • Min.spend RM3,000	Until 30 Nov 2026 or while stocks last
OCBC	RM150 instant rebate	• IPP tenure up to 36 months • Min.spend RM3,000	Until 30 Nov 2026 or while stocks last

- All vouchers and offers are available in limited quantities and are subject to availability.
- TMT and the participating banks reserve the right to extend, amend, suspend, or terminate the offers or campaign period at their discretion.

- TMT vouchers and bank offers are valid only upon completion of the full payment for the qualifying purchase.
- TMT vouchers are valid for the next purchase made within the same transaction date of the qualifying purchase.
- TMT vouchers are applicable only to **Apple Accessories** sold at their original price and exclude ongoing promotions and product bundle offers.

Buy-Now-Pay-Later (BNPL) Promotions

- The BNPL promotions are applicable to participating TMT stores and/or TMT.MY.
- All vouchers and offers are available in limited quantities and are subject to availability.
- TMT and the participating banks reserve the right to extend, amend, suspend, or terminate the offers or campaign period at their discretion.
- TMT vouchers and bank offers are valid only upon completion of the full payment for the qualifying purchase.
- TMT vouchers are valid for the next purchase made within the same transaction date of the qualifying purchase.
- TMT vouchers are applicable only to Apple Accessories sold at their original price and exclude ongoing promotions and product bundle offers.
- **BNPL Promotion Details**

BNPL Provider	Promotion	Applicable Channel
Atome	• RM120 OFF with minimum spend RM1,500; • RM350 OFF with minimum spend RM4,000	All TMT stores & tmt.my
SPayLater	• RM350 OFF with minimum spend RM2,000; • RM185 OFF with minimum spend of RM2,499; • 0% instalment plan up to 6 months	All TMT stores only
Chailease PayLater	• Instalment plan up to 48 months	All TMT stores only
Pay Later by Grab	• RM150 cash rebate with minimum spend of RM1,000	All TMT stores

- BNPL promotions are subject to the respective provider's applicable Terms & Conditions, including eligibility, minimum spend, instalment tenure, and promotional validity.
- All vouchers and offers are available in limited quantities and subject to availability.
- TMT reserves the right to amend, suspend, or terminate any BNPL promotion without prior notice, subject to the applicable provider's requirements.

Loyalty Programme – Lucky Draw/Scratch Card

- **Eligibility**
  - The Loyalty Programme Lucky Draw is open to existing TMT members who have purchased any iPhone from TMT within the past five (5) years, from 2022 to 2026.
  - Customers must be registered TMT members to participate. Non-members are not eligible.

    - Customers must purchase a new iPhone / iPhone 17 series from any participating TMT store or TMT.MY during the campaign period to qualify.
- **Lucky Draw Entry**
    - Each eligible customer is entitled to ONE (1) Lucky Draw entry only, regardless of the number of iPhones purchased in the qualifying transaction.
    - Eligibility will be verified by TMT staff against the official TMT membership list.
    - Eligible customers must scratch the Lucky Draw card on the spot at the TMT store or upon collection of their purchase, where applicable.
    - The Lucky Draw card will reveal the prize awarded to the eligible customer.
- **Prize Redemption**
    - The prize revealed on the Lucky Draw card is final and cannot be exchanged for cash, credit, other products, or alternative prizes.
    - Prizes are subject to availability and will be awarded on a while-stocks-last basis.
    - The prize must be claimed by the eligible customer upon completion of the Lucky Draw. No unclaimed or unredeemed prizes will be replaced or compensated.
    - TMT reserves the right to replace any prize with another item of similar value without prior notice, where necessary.
    - TMT reserves the right to reject any entry that does not meet the stated eligibility criteria or is found to involve fraud, abuse, or a breach of these Terms & Conditions.
- **General**
    - TMT reserves the right to verify the eligibility of participants and purchase details before awarding any prize.
    - TMT's decision on all matters relating to the Lucky Draw shall be final and conclusive. No correspondence or dispute will be entertained.
    - By participating in the Lucky Draw, customers consent to TMT's use of their purchase data to verify eligibility and administer the campaign, in accordance with TMT's Privacy Policy.
    - By participating in the Lucky Draw, customers are deemed to have read, understood, and agreed to these Terms & Conditions.

TMT.MY T Gold Rewards

- **Eligibility**
    - T Gold rewards are available to **registered tmt.my members only**.
    - Guest checkouts do not accrue or redeem T Gold.
    - T Gold is applicable to purchases made on **tmt.my (Website channel) only**. T Gold does not apply to TMT physical store or marketplace purchases, including Shopee, Lazada, and TikTok Shop.
- **Earning T Gold**
    - Members may earn up to 1,000 T Gold for every RM1,000 spent on tmt.my.
    - The applicable earn rate is subject to product and category eligibility as determined by TMT.
- **T Gold Redemption**

- 3,000 T Gold = RM300 cashback value.
- The **RM300 iPhone NPI pre-order deposit** on tmt.my may be offset using **3,000 T Gold**, applicable to pre-order and back-order purchases until **30 November 2026**.
- T Gold has no cash value outside the stated redemption mechanism and cannot be withdrawn, exchanged for cash, transferred to another member, or combined across accounts.

- **General**
  - T Gold expiry period and any minimum / maximum redemption caps are subject to the applicable TMT programme Terms & Conditions.
  - TMT reserves the right to amend, suspend, or terminate the T Gold programme, its earn / redemption rates, or these Terms & Conditions, with notice via tmt.my.
    TMT's decision on all matters relating to T Gold accrual, redemption, and eligibility is final.

General Promotional Terms & Conditions

- Promotions cannot be combined unless expressly stated otherwise.
- All promotional benefits are subject to the applicable promotion's eligibility requirements and availability.

Local Tax Laws

- Any and all taxes, duties, levies, or charges imposed by any governmental authority in accordance with the prevailing local tax laws, regulations, or ordinances, must be borne solely by the Customer. These taxes may include, but are not limited to, sales tax, value-added tax (VAT), goods and services tax (GST), or any other applicable taxes. The amount of these taxes is subject to change in response to updates, amendments, or revisions to tax laws and regulations. The Customer is responsible for staying informed about such changes and for paying any increased tax amounts.

Inspection of Goods and Products

- Customers are required to inspect the goods immediately upon payment at the cashier counter or at the designated product testing area. If any defects or damage are identified, the Customer must notify TMT contemporaneously and provide a receipt for the goods. Failure to do so will absolve TMT of any liability regarding such claims.
- Upon inspection and verification of the product's functionality and condition by the Customer, the Customer acknowledges that once the product is taken out of event hall, it shall no longer be eligible for any further exchange or refund.
- The provisions of the first & second clause under "Inspection of Goods and Products" do not apply to goods designated by TMT as "demo units", or goods labelled as "special offer" or "sale" (or any similar terms used by TMT to denote goods below their Standard Retail Price). Customers must inspect all Clearance Goods immediately before the Invoice is issued, and acceptance of the Invoice implied that the Customer has found the Clearance Goods undamaged, in good working order, and satisfactory.

One-to-One Exchange Policy

- Customers are eligible to a One-To-One Exchange up to seven (7) calendar days from the date of purchase as stated in TMT's official Invoice/Receipt under the conditions below:
- During inspection of the product, if Customers encounter any defects or damage within the event premises, Customers must notify TMT contemporaneously. In such instances, the Customer may elect to:
    - Exchange the product for an identical unit of the same model;
    - Exchange the product for an alternative item of equivalent value should the replacement of an identical unit is not available or out of stock; or
    - Cancel the purchase.
- If the product has left the event premises, Customers have up to seven (7) calendar days from the date of purchase to request an exchange for any identified defects or damage.
- Customers can only request for an exchange **once;** at the event hall where the Product was purchased from or at any TMT Outlets. 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.
- In the event of a cancellation made under this clause, the refund shall be processed and credited to the Customer within seven (7) to fourteen (14) business days, subject to the standard processing timelines of the relevant financial institutions.
- Customers must present their validated e-Invoice copy together with their original Invoice/Receipt to be eligible.
- 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
- Any e-Gift cards or credits top-up made with the purchase/transaction will not be eligible for a refund.
- The validity period for TMT's One-to-One exchange is delineated based on the date of the issued invoice.
- The following product categories are not eligible for the One-to-One exchange including but not limited to:
    - Software
    - Tablets
    - Smartphones
    - Apple Products
    - Fitness and Wearables

Title and Ownership

- Property and title in the goods remain with TMT until full payment for the goods is received in cash or via cleared funds.

Cancellation, Refunds and Returns

- All goods listed in the invoice are considered sold and are neither refundable nor returnable.
- A cancellation fee of 20% of the goods' price will be imposed for any cancellation of goods sold.
- TMT retains the unequivocal and absolute authority to decline any refund, return, or cancellation requests at its sole discretion. TMT's decisions in these matters are final and binding, with no obligation to provide justification.

Warranties

- Most of the goods available at TMT come with a manufacturer's warranty. The terms and conditions for these warranties vary by product, brand, and manufacturer.
- TMT does not provide the manufacturer's warranty but will facilitate the warranty process as per the manufacturer's guidelines.
- It is the responsibility of the customer to review and understand the terms of the manufacturer's warranty, which is usually provided with the product or can be obtained from the manufacturer's official website.
- Most of the goods available at TMT comes with a manufacturer's DOA Policy. In the event of a product that is considered "Defect on Arrival" (DOA), whereby the product exhibits defects or malfunction upon delivery, the Customer must create a DOA claim specifying the product's defect and providing evidence, to TMT within the stated DOA period specified by the manufacturer's DOA Warranty. The DOA Warranty for the Product is subject to the guideline provided by the product manufacturer, as specified in the manufacturer's DOA policy.
- The DOA Warranty does not apply to Product's defect resulting from circumstances not covered by the manufacturer's DOA policy, including:
  - Damage or mishandling during or after delivery by the Customer or third parties
  - Unauthorized modifications or repairs
  - Failure to follow the manufacturer's recommended instructions for installation or operation
  - Problems caused by a device that is not the Product, including equipment or accessories whether or not purchased at the same time as the Product
  - Natural disasters or other unforeseeable events
- In the event that a product is repaired or exchanged under the manufacturer's warranty or DOA policy, the warranty period for the replacement product shall be based on the original purchase date of the initial product.
- An exchange or repair does not renew, extend, or reset the warranty period. The replacement product will only be covered for the remaining duration of the original manufacturer's warranty.

- For extended warranty, TMT provides 'TMT Care' & 'TMT Re-Care' which can be purchased by the Customer. For more information regarding TMT's available Protection Plan, please visit https://www.tmt.my/pages/tmt-protection-plan
- TMT is not responsible for any loss, alteration, damage, or reduction in functionality to any data or operating system during the warranty process. Customers are advised to back up their data before initiating warranty procedures.

Data Privacy and Protection

- TMT may collect, process, and store personal information about the Customer in compliance with applicable data protection laws. The Customer'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.
- By engaging in business with TMT, the Customer consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- 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
- Upon submitting a warranty claim or requesting services including but not limited to repairs, replacement, installation, troubleshooting, upgrade, maintenance, consultation and/or recovery, as well as any other services that are similar in nature or within the same range of such services, the Customer agrees to remove or log out of any associated login credentials, accounts, personal information and/or data on the product in question. Failure to do so may result in delays in the service or warranty process, and the customer acknowledges that TMT is not liable for any issues arising from the retention of such information during and/or after the service or repair period.

Limitation of Liability

- The Customer acknowledges and agrees that their participation in the Campaign and any movement within the venue premises is at their own risk.
- 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.
- TMT shall not be held liable for any personal injury, loss of property, or damage to Goods resulting from the Customer's own negligence, including but not limited to the failure to follow staff instructions, disregard for safety signage, or improper handling of products during inspection.
- TMT assumes no responsibility for the loss of, or damage to, any personal belongings or vehicles of the Customer while participating the Campaign.

- 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.
- The Customer further agrees to indemnify TMT against any claims brought by third parties that arise as a result of the Customer's actions or omissions during the Campaign.
- 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.
- By continuing to engage in business with TMT, Customers hereby willingly agree that they have relinquished their rights to seek these damages from TMT and that this is a reasonable allocation of risk.

Customer Default

- In case the Customer fails to comply with any terms herein, any deposit, advance payment, or pre-payment for the goods shall be forfeited to TMT. TMT may sell or dispose of the Goods as it deems fit, and any deficiency in price and associated expenses will be borne by the Customer.

Anti-Bribery and Anti-Corruption

- The Customer shall comply, and/or shall procure or ensure that its directors, employees, subcontractors, agents or other third parties, comply with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by TMT and have in place adequate controls and procedures to prevent corruption.
- In the event of a breach by the Customer, TMT shall be fully entitled to terminate the Contract without any liability howsoever with written notice with immediate effect. The Customer shall hold TMT harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by the Customer, its directors, employees, subcontractors, agents, and/or anyone in connection with the Customer.

Force Majeure

- TMT is not liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:
  - Natural disasters or acts of god
  - War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
  - Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code
  - Acts of terrorism
  - Communicable Diseases or the fear or threat of any Communicable Diseases

Governing Law and Jurisdiction

- The laws of Malaysia shall govern the interpretation of these Conditions and any Contracts.

- The Customer agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Contracts.
- 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 Customer and are not the responsibility of TMT.

Staff Actions

- Any advice or actions of TMT's staff that contradict these terms and conditions shall not alter the terms and conditions herein.

Duty of Disclosure

- Customers must take reasonable care to ensure that all the answers to the questions are full, complete, correct, and honest and to the best of the Customer's knowledge.
- Customers also have a duty to inform us of any changes in the information given to TMT.

Waiver and Severability

- The failure by TMT to enforce any of these Terms and Conditions 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.

Miscellaneous

- This Agreement, together with all applicable Terms & Conditions published on www.tmt.my, shall constitute a single, unified and binding agreement between the Customer and TMT. All referenced documents, policies, and terms shall be read collectively and enforced as one comprehensive agreement, governing the Customer's interactions, purchases, and engagements with TMT.
- Words denoting the singular include where the context so admits the plural and vice versa.
- Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- 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.

- 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.
- 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.
- 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.