

Wi-Fi@unifi Service Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ANY USE OF THE Wi-Fi@unifi SERVICE (“Service”). BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU (“Customer”) ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS. TM RESERVES THE RIGHT TO ADD, MODIFY, DELETE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME WITH NO OBLIGATION FOR NOTICE. CONTINUATION OF ACCESS OR USE OF THE SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS.

1. Service

Wi-Fi@unifi Service is a public internet Service provided by TM.

2. Definitions

“Agreement” means the Terms and Conditions herein;

“Customer” means the person who subscribed to the Service;

“TM” means Telekom Malaysia Berhad (Company No. 128740-P);

“Wi-Fi@unifi” means the public Wi-Fi service provided by TM based on Wireless Broadband Internet Access via WLAN 802.11b technology or equivalent;

“Free Access” means free Wi-Fi@unifi access and/or Service provided on based on best effort basis, which is explained further in Clause 8 herein.

3. Commencement and Subscription of the Service

3.1 The Free Access is available 24 hours a day, starting from 16th September 2017 until such time as may be determined by TM, from time to time (“Service Duration”). The speed for Free Access, is provided at best effort basis due to wireless nature of Wi-Fi@unifi;

3.2 TM reserves the right (with or without prior notice to Customer) to increase or decrease the aforementioned Service Duration, quota, speed-capping, availability or any other details or specifications of the Free Access from time to time at its sole discretion.

3.3 The Service can be subscribed by following the steps below:

- i. Download or update your i-foundit! App via Google Play Store or Apple App Store;
- ii. Register and get your Wi-Fi@unifi Personal Identification Number(PIN);
- iii. Key in your Wi-Fi@unifi PIN and start browsing.

4. Customer's Responsibilities

The Customer shall:

- a. not resell, share or sublet the Service to third partie(s) without prior written consent from TM;
- b. be responsible for the set-up or configuration of his own equipment/device/platform/application for access to the Service;
- c. comply with all notices or instructions issued by TM from time to time in respect of the use of the Service;
- d. comply with the rules of any network to which the Customer has access through the Service;
- e. be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- f. abide and adhere to the terms and condition of this Agreement;
- g. 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;
- h. comply to all applicable laws of Malaysia;

5. Prohibited Use

The Customer shall:-

- a. not use the Service for any unlawful purposes including and without limitation to criminal purposes;
- b. not use the Service to send or receive any messages which are offensive on moral, religious, racial or political grounds or cause any anxiety to any person including a company or a corporation;
- c. not compromise any computer systems by transmitting computer viruses, Trojan Horses, or other destructive software;
- d. not infringe any intellectual property rights of TM and third party;
- e. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by other persons including a company or corporation.

6. Lawful Purpose

The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials. Customer also warrants that Customer has the right to use any applicable trademarks which are featured in Customer's web site.

7. Termination

- 7.1 Without prejudice to any other rights or remedies of TM under this Agreement or at law, TM may terminate this Agreement, if the Customer:
- a. fails to comply with the Service's Terms and Conditions and/or any instruction(s) communicated to the Customer, in writing;
 - b. is in breach of any provision under Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.
- 7.2 Such termination shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 7.3 TM shall not be liable to the Customer for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

8. Disclaimer

- 8.1 The Service is provided on an "as is" basis. TM makes no warranty of any kind, either expressed or implied, including, but not limited to, warranties of accuracy and expressly disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- 8.2 Whilst every care is taken by TM in the provision of the Service, TM shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service.
- 8.3 The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Service; all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.
- 8.4 TM shall not be liable for any loss or any damages incurred, suffered and/or sustained by the Customer by reason of any disclosure, inadvertent or otherwise in any information concerning the Customer's account particulars. Neither shall TM be liable for error, omission or inaccuracy whether it is due to TM's neglect or not.

8.5 TM shall use its best endeavour to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service, whether such default, error, omission or loss is due to the neglect of TM or not. TM's shall not be liable in any way towards the Customer for the Service as no payment is required for the use of Service and TM may or may not correct the failure of the Service, at its full discretion.

9. Indemnity

The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under, by reason of or pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents. The Customer acknowledges the risks associated with public access to the Internet and hereby releases and indemnifies TM and the owner of the site and any affiliates of the foregoing parties from any damage or loss that might occur.

10. Confidential Information

Except with the prior written consent of TM, the Customer shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and performance of the Service.

11. Severability

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

12. Assignment

The Customer shall not assign any of his rights or obligations under this Agreement to any other person except with prior written approval of TM. TM may assign or novate this Agreement or any part thereof to any corporate body which is a parent company, subsidiary or related company of TM and consent for the above mentioned is hereby given by the Customer.

13. Binding on Successors

The Terms and Conditions herein shall be binding upon the successors in title, executors, administrators, personal representatives and/or permitted assigns of the Customer and upon the successors in title and/or assigns of TM.

14. Indulgence and waiver

- 14.1 No delay or indulgence by TM in enforcing any term or condition of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.
- 14.2 Failure by TM to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

15. Notice

TM may post notices to the Customer via Wi-Fi@unifi website landing page or any other avenue which TM deems fit. Such notices shall be deemed to have been given immediately after the said posting.

16. Force Majeure

TM shall not be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving TM employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom TM is not responsible or any other cause whether similar or dissimilar outside TM 's control.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Malaysia.

18. Customer's Acknowledgement

18.1 The Customer hereby acknowledges that:

- a. the Customer has read and fully understood all the terms and conditions and agrees to be bound by the same upon TM accepting to activate the service;
- b. the details provided to TM are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organization or body;
- c. the Service may not be uninterrupted or error-free;
- d. that Customer's device may be exposed to viruses or other harmful applications through the Service;
- e. that TM can at any point block access to the Service that they deem violate the acceptable terms in Clause 5&6.

18.2 The Customer further acknowledges that:

- a. TM may use the Customer's data and personal information acquired through the registration process or through the Customer's use of the Service for its business purposes.
- b. TM may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s), providing information to the Customer of other products and services available from TM and its affiliate, processing and fulfilling Customer request for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).
- c. TM will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
 - i. comply with any law enforcement agency, court orders or legal process; and/or
 - ii. protect and defend the rights or property of TM and its users.
- d. Any personal data provided to TM in connection with the Service shall be kept confidential except to any activities mentioned thereto. The Privacy Notice of TM applies (for further information on the Privacy Notice of TM's group of companies, please visit www.unifi.com.my) TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data. All information provided will be kept strictly private and confidential and will be used for the purpose of the Service only.