

SPECIFIC TERMS: PRODUCT PLAN FOR CONSUMER unfi Air SERVICE

20190913

1. GENERAL

This is our pricing table for Unifi Air (“unfi Air Service”) and it is applicable only to our Consumer. This Rate Plan is incorporated and forms part of the **Consumer Terms and Conditions for Unifi Air Service** (“Consumer T&C”). All the capitalized words in the Rate Plan will have the same meaning ascribed in the Consumer T&C.

These are some of our limitation you should be aware of:-

USAGE LIMITATION ON OUR DATA:-

- **OUR unfi Air SERVICE IS ONLY AVAILABLE IN LOCATIONS WE HAVE LTE NETWORK COVERAGE AND IT IS LIMITED FOR YOUR USE IN MALAYSIA ONLY. PLEASE CHECK OUT OUR WEBSITE FOR MORE DETAILS.**

2. OUR PLAN

For further information, please refer to <https://Unifi.com.my/broadband/wireless>

3. REGISTRATION

- Our service only applicable in selected area within Unifi 4G/LTE network only. You may check your address availability via our website <https://Unifi.com.my/personal/home/wireless-broadband> or by visiting our TMpoint <https://Unifi.com.my/Unifi-en/support/tmpoint.page>.
- You can register Unifi Air service via walkin to TMpoint <https://Unifi.com.my/Unifi-en/support/tmpoint.page> and required to bring identification card(IC) for Malaysian & Passport for non Malaysian. You also need to provide personal information such as contact number, email address and billing address for device installation.
- Upon successful registration you will receive one set of wireless router (4G wireless router, power adaptor, LAN cable & Quick guide start) & one unit Unifi Air sim card.
- You are required to pay RM100 as upfront payment for registration.

4. CONTRACT PERIOD

- The contract period for Unifi Air package that comes with sim card and router is 24 months, the agreement will take effect from the activation date.
- There is no contract period for Unifi Air package that comes with a sim card.
- You are able to terminate the service within contract period & exclude from early termination fee if :-
 - I. Proven the LTE network experience based on registered customer address is very bad or congested.
 - II. Proven wrong information from our customer service or reseller or agent.
 - III. Proven there is an element of fraud from our customer service or reseller or agent.

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SPECIFIC TERMS: PRODUCT PLAN FOR UNIFI AIR BIZ SERVICE

20190913

3. GENERAL

This is Terms for wireless broadband for Unifi Air Biz("unfi Air Biz") and it is applicable only to our Business consumer. This Rate Plan is incorporated and forms part of the **Consumer Terms and Conditions for Unifi Air Biz Service** ("Business T&C"). All the capitalized words in the Rate Plan will have the same meaning ascribed in the Consumer T&C.

These are some of our limitation you should be aware of:-

USAGE LIMITATION ON OUR DATA:-

- **OUR unfi Air SERVICE IS ONLY AVAILABLE IN LOCATIONS WE HAVE LTE NETWORK COVERAGE AND IT IS LIMITED FOR YOUR USE IN MALAYSIA ONLY. PLEASE CHECK OUT OUR WEBSITE FOR MORE DETAILS.**

4. OUR PLAN

For further information, please refer to <https://Unifi.com.my/business/products/wireless-broadband-Unifi-air>

3. REGISTRATION

- Our service only applicable in selected area within Unifi 4G/LTE network only.You may check your address availability via our website <https://Unifi.com.my/business/products/wireless-broadband-Unifi-air> or by visiting our TMpoint <https://Unifi.com.my/Unifi-en/support/tmpoint.page>.
- You can subscribe to the plans via our touchpoints below:
 - Unifi website at Unifi.com.my
 - myUnifi app
 - SME consultant
 - TMpoint outlets
 - TM Resellers
 - TM Authorised Dealers
- You may register up to three (3) Unifi Air Biz line at TMpoint however, if you would like to request more or already have three (3)existing Unifi Air lines, Kindly Submit your next application to TM SME sales consultant for processing.
- Eligible applicants are required to bring valid documentations and other company details as below:
 - Photocopy of company director/authorised signatory's NRIC (both sides)/ Passport (for Non-Malaysians)
 - If you're an existing TM customer, please bring along your latest bill that is registered under your company name/Business Registration Number (BRN).
 - Company Authorisation Letter for non-director authorised signatory
 - Original or certified true copy of certified documents (whichever applicable)

Business Applicants	Documents
Private Company	i) Return for allotment of shares / Form 24, ii) Notification of change in the Register of Members / Form 49, iii) Users' Registration / Form 9 iv) Super form for Single Director Ownership
Sole Proprietor	Form D & A
Partnership	Form D & B
NGO/Association/ Corporation/ Embassy/ Government	Documents issued by relevant authorities

- For those subscription with device plan, upon succesfull registration you will receive one set of 4G wireless router (power adaptor, LAN cable & Quick guide start) & one unit UNI5G Air sim card.
- You are required to pay RM100 as upfront payment for registration or RM300 if you are non Malaysian.
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4. **CONTRACT PERIOD**

- The contract period for Unifi Air package that comes with sim card and router is 24 months, the aggrement will take effect from the activation date.
- There is no contract period for Unifi Air package that comes with a sim card.
- You able to terminate the service within contract period & exlude from ealy termination fee if :-
 - IV. Proven the LTE network experience based on registered customer address is very bad or congested.
 - V. Proven wrong information from our customer service or reseller or agent.
 - VI. Proven there is an element of fraud from our customer service or reseller or agent.

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CONSUMER TERMS AND CONDITIONS FOR Unifi Air SERVICE

20190517

Thank you for choosing the Service.

The Consumer T&C is incorporated and forms part of our Terms of Use, thus binding on you. Your agreement with us is, therefore, made up of:-

- (a) Terms of Use,
- (b) this Consumer T&C,
- (c) your Application, and
- (d) Specific Terms.

(Collectively known as “Agreement”).

OUR SERVICE ISN'T AVAILABLE EVERYWHERE IN MALAYSIA. YOU ARE RESPONSIBLE FOR INQUIRING WHETHER COVERAGE IS AVAILABLE IN THE AREA IN WHICH YOU WANT TO USE THE SERVICE.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE SERVICE. BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT IN ITS ENTIRETY, YOU SHOULD NOT SUBSCRIBE THE SERVICE. IF YOU HAVE SUBSCRIBED, WE ADVISE YOU TO TERMINATE THE SERVICE IMMEDIATELY AND CEASE ALL YOUR USE OF IT.

1. WHAT THESE WORDS MEAN IN THE AGREEMENT

1.1 Definitions

Generally, all the capitalized words in the Consumer T&C will have the same meaning ascribed in our Terms of Use, you can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Consumer T&C. In such a case, you can rely on the definitions provided in this Consumer T&C:-

“Application”	means the application you made via any of our Platform requesting us to supply you with the Service.
“BCI Database”	means the common telecommunication operators’ defaulters’ database of black-listed customer information.
“Consumer T&C”	means Consumer Terms and Conditions for unifi Air Service.
“Credit Limit”	means the maximum amount of credit impose by us under your Account.
“Credit Rating”	means information about your credit worthiness, credit standing, credit history or credit capacity.

“Credit Rating Agency”	means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.
“Deposit”	means pre-payment payable by you to us, as security for the due observance and performance by you of the provisions of the Agreement.
“Equipment”	means modem, router and/or other equipment you purchased from us or we supplied to you for use with the Service.
Interrupt/ Interruption/Interrupted”	means a delay in supplying or a failure to supply or an error or defect in the supply to the extent that the Service is rendered unavailable or unusable, whether that occurs before or after the Service Start Date.
“Monthly Fee”	means any billed recurring charges and usage payable by you for the usage of the Service.
“Minimum Subscription Period”	means the minimum subscription period for the the Service as specified in the Application or in the Specific Terms: Plan for Consumer unifi Air Service.
“Network”	means any interconnected telecommunications equipment, facilities, or cabling to enable the provision of Service to you.
“Payment Due Date”	means the grace period given to you to make payment of the Total Current Charges as specified in the bill.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“Rate Plan”	means the part of Specific Terms entitled “Rate Plan”, which is our standard rate plan, pricing and charges list for you for the Service.
“Service”	means unifi Air Service.
“Service Start Date”	means the date on which we start supplying that Service to you and is ready and available for your use, whether or not you are using it.
“SIM Card”	means the microprocessor card bearing a unique Mobile Number programmed to provide access the Service.
“SIM Number”	means the mobile prefix and the unique eight (8) digit number that is assigned to us by the Appropriate Authority which we then licence to you for your use.
“Term”	means the total term which you subscribe for which may be inclusive of the Minimum Subscription Period.

“Terminate the Service”/“Termination of the Service”	means the Service is cancelled and the Agreement is terminated.
“Third Party Charges”	means any fees payable to third party for the use of their service including but not limited to VAS, purchases of games, movies, music and other content. You shall be billed at the third party’s applicable rates and charges and we may bill you for the use of such service, acting in the capacity as that third party’s billing agent only.
“Third Party Equipment”	means the mobile phone, tablets, modem, router and/or other equipment you purchased from third party or relied upon for use with the Service.
“Top Up Pass”	means the purchase of additional data to restore usage of Service after you used up the monthly data quota.
Total Current Charges	collectively means Deposit, Monthly fee, if applicable, suspension fee, administrative fee, Third Party Charges, and/or any other fees and charges payable by you for the usage of the Service.
“Unusually High Use	means high out of pattern usage of the Service on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar Rate Plan or who have accepted a similar Promotion.
“you” or “your” or “Consumer”	means a person who acquires and uses the Service for personal, domestic or household use only and it includes your successors and assigns. Where the context permits, the term “you”, “your” or “Consumer” includes “the Other User”.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.

2. YOUR APPLICATION FOR THE SUPPLY OF SERVICE

2.1 When you make an Application, you are requesting us to supply the Service to you. We have the absolute discretion to determine your eligibility and shall have the right to reject your Application and/or refuse the provision of Service to you, at any material time, without liability, even if we do not provide you with reason and your registration and payment is successful. Our decision is conclusive and binding on you and you have no right to question our decision. We may ask you for Deposit we deem fit, and whether the Service will be available to you.

2.2 In addition to the foregoing paragraph, we may refuse your Application if:

- i. (a) you do not provide satisfactory proof of identification,
- ii. (b) you do not meet the eligibility criteria for the Service,

- iii. (c) the Service is not available at the location where you wish to acquire the Service,
 - iv. (d) you do not have an appropriate Credit Rating, or
 - v. (e) you fail to provide us with a Deposit we request from you.
- 2.3 If you provide us with Personal Data of any other person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Statement. You further agree that you will inform such person of the terms and conditions of this Agreement.

3. CREDIT RATING

- 3.1 If you are applying for our Service, you agree that as part of the application process we can check your Credit Rating through a Credit Reporting Agency or through the BCI Database. We can conduct further credit checks on you while you remain as a subscriber with us. You understand that a credit inquiry could adversely affect your Credit Rating. Subject to any legal requirements under the PDPA to disclose personal data to you, we do not have to disclose our credit criteria or the reasons for our decision to you (regardless whether or not it relates to declining your application, providing a restricted Service to you, or otherwise). If you are not satisfied with the information provided by the Credit Reporting Agency or BCI Database service provider, you will need to contact them directly. You are aware and agree that we may report your payment record to any Credit Reporting Agency and BCI Database service provider at any time.

4. COMMENCEMENT, TERM AND PRIORITIZATION OF DOCUMENTS

- 4.1 When does the Agreement starts
The Agreement starts when any of the following events occur, whichever is earlier, and it shall continue to apply until terminated in accordance with the Agreement:-
- (a) subject to Clause 2.1, once the Application has been approved by us,
 - (b) once you received the SIM Card
 - (c) once you received the Equipment,
 - (d) from the Service Start Date, or
 - (e) when you first use the Service.

YOU ARE REPRESENTING TO US THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE LEGALLY ABLE TO ACCEPT THIS AGREEMENT.

- 4.2 Commencement of the Service.
We will supply the Service to you under the Agreement from the Service Start Date.
- 4.3 Term (Minimum Subscription Period and Compensation for Early Termination or Suspension)
- (a) Unless otherwise specified in the Application, the Minimum Subscription Period for the Service as specified in the Application or in the Specific Terms: Plan for Consumer unifi Air Service from the Service Start Date or in the event of any promotion held by us for the relevant Service, such other minimum subscription period may be applicable to the relevant Promotions as may prescribed by us 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.

(b) in the event of early termination or suspension of the Service at any time during the Minimum Subscription Period, except where such termination or suspension arises from our material breach or wilful default or due to Force Majeure, then you shall be liable to pay to us, in addition to all outstanding fees and charges as at termination or suspension date, the accumulative remaining Minimum Subscription Period balance of the Service fee as liquidated damages for termination or suspension.

4.4 What happens if there is an inconsistency between the different parts of the Agreement?
In the even there is any conflict or inconsistency between the Application, the Consumer T&C, the Specific Terms and our Terms of Use, the following order of precedence shall apply:-

- (a) Specific Terms (highest precedence);
- (b) the Consumer T&C; and
- (c) our Terms of Use.

5. ABOUT THE EQUIPMENT, SIM CARD, SIM NUMBER AND THIRD PARTY EQUIPMENT

5.1 The Equipment

- (a) Equipment purchased from us
When you purchase the Equipment from us, you own the Equipment. You are, therefore, responsible for the Equipment when you receive the Equipment from us.
- (b) Equipment owned by us
 - (i) Equipment owned by us remains our property.
 - (ii) You are responsible for the Equipment when you receive it.
 - (iii) You must take reasonable care of the Equipment and agree that if you fail to do so you will be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.
 - (iv) You must not mortgage, grant a charge, lien or encumbrance over the Equipment.
 - (v) Unless we both agree otherwise, you must allow our personnel (and only our personnel) to service, modify, repair or replace any the Equipment owned by us.
 - (vi) You must not alter or adapt the Equipment in any way, except as expressly authorized by us.
 - (vii) You must inform us immediately in the event the Equipment is malfunction, damage, lost or stolen.
 - (viii) Return the Equipment to us within seven (7) days upon Termination of the Service.
 - (ix) Return the Equipment to us immediately upon our request.
- (c) We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement. We will impose a fee if you do not return the SIM Card to us upon our request.

5.2 The SIM Card

- (a) The Sim Card and all the Intellectual Property Rights, technology, software in the SIM Card, and documentation relating to it either belongs to us or it is the property of its applicable licensor. We merely grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable licence to use the SIM Card in accordance with this Consumer T&C.
- (b) You agree to take reasonable care of the SIM Card, and agree that if you fail to do so you will be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.

- (c) You also agree not to interfere or impair the operation of the SIM Card and you will not in any event or circumstances duplicate the identity of the SIM Card including for the purpose of back-up.
- (d) You should not use the SIM Card to access (and *you* may not be able to access) other services, such as voice calls and/or text messages. If you are able to access such services, your use of such services shall be charged.
- (d) We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement for faulty SIM Card. We will impose a fee if you do not return the SIM Card to us upon our request.
- (e) We reserve the right to recall the SIM Card from you at any material time, without liability. We may also utilize any capacity in the SIM Card for administrative, network, business and/or commercial purposes.

5.3 The SIM Number

The SIM Card will have a SIM Number. The SIM Number belongs to us and we reserve all rights attached to the SIM Number. We have an absolute discretion to reject and reclaim the SIM Number, at any material time, without liability, even if we do not provide you with reason. We may change, alter the SIM Number or any other name, code, or number associated with the Service for reasons beyond our control such as where requested to do so by the Appropriate Authority, or we reasonably believe that the alternation will enhance your use of the Service.

5.4 Third Party Equipment

We are not responsible for any Third Party Equipment you relied upon to access our Service. You must ensure that such Third Party Equipment conforms with the minimum standard requirements to enable you to access to our Service.

5.5 Lost or stolen SIM Card

It is important that you notify us right away, so we can suspend your Service to keep someone else from using it. If the SIM Card is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your Account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason.

5.6 Things we will do in the Equipment

We may change the Equipment's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use the Service.

6. YOUR ACCOUNT WITH US

- 6.1 You are solely responsible for maintaining your own Account with us. You are fully responsible for all activities that occur under your Account whether or not actually used by you or by the Other User. You must ensure that the Other User complies with the Agreement as if they were you.

7. USING THE SERVICE

- 7.1 When you use the Service, you must comply with the terms and conditions of the Agreement and the Law.
- 7.2 You must not use, attempt to use, the Service:-
- (a) to send or receive elements or data of any kind that are contrary to the Law, which have a threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair confidentiality obligations, breach of the PDPA, or violate any Intellectual Property Rights;
 - (b) breach our Company Policy;
 - (c) to intentionally or negligently send any electronic and/or software element whatsoever via the Service that could cause harm of any kind to our Network, or other internet user;
 - (d) gain unauthorised access to, or use of, our Network, computing environment, customers' computer or data, any Personal Data, or any other computing resource; and/or
 - (e) to expose us to any liability or that will violate our rights and/or those of third party.
- 7.3 If you breach any of the above, we shall have the right to forthwith suspend the Service and/or Terminate the Service.

8. TOTAL CURRENT CHARGES

- 8.1 **General**
Upon submission of the Application, you may be required to pay certain Deposit. To calculate the Total Current Charges, we will look at billing information generated or received by us.
- 8.2 **Paperless Billing**
In an effort to promote environmental friendliness by going paperless, the bill will not be posted out in hard copies to your postal address. You accept that the presentation of the bill online through your Account or by email.
- 8.3 **Multiple SIM Card**
If multiple SIM Card are associated with your Account, you agree to pay the Total Current Charges incurred by you, regardless whether you or the Other User is using it.
- 8.4 **Deposit**
In the event you are required to pay a Deposit, such Deposit must be maintained during the Term. Without our prior written consent, the Deposit must not be deemed to be treated as payment of the Total Current Charges. In the event the Monthly Fee has increased, you must pay the additional sum as deposit to us (being the difference between the Monthly Fee and the increased Monthly Fee). In the event we deduct any outstanding Total Current Charges from the Deposit, you must furnish additional payment so as to ensure that the value of the Deposit remains the same throughout the Term. You agree that only we can apply such Deposit in any order to the amount owe to us in the Account and in such event you must pay the additional sum as Deposit to us. Subject to the compliance of the Agreement and upon termination of your Account, we will refund the Deposit within the timeframe determined by us.
- 8.5 **Frequency of Payment**

The Total Current Charges shall be payable on such frequency as may be specified in the Application, Specific Terms, or the invoice provided always that the first bill for the payment of the Monthly Fee will be pro-rated according to our billing cycle. You must pay us promptly within the Payment Due Date.

8.6 Prompt Payment

You acknowledge and agree that your obligation to pay promptly the Total Current Charges due and payable to us shall not be waived, absolved or diminished by virtue of:-

- (a) if applicable, the non-receipt of any particular bill and it is your responsibility to request from us for a copy of the bill which you have not received for any given billing period;
- (b) your failure or neglect to check, enquire, understand and ascertain the nature of Service subscribed or used by you and the Total Current Charges associated with such Service;
- (c) none usage of the Service upon the Service Start Date;
- (d) suspension, and/or
- (e) Interruption.

8.7 No Deduction, Set-Off or Counterclaim

Any deduction, set-off or counterclaim is not allowed, save and except in accordance with Clause 9 where there is a dispute of amount and there is a finding by us that there is manifest error in the billing.

8.8 Failure to Pay within Payment Due Date

In the event you fail to pay within the Payment Due Date, we have an absolute discretion to:-

- (a) deduct such outstanding Total Current Charges due and payable to us from the Deposit in accordance with Clause 8.4,
- (b) suspend, and/or Terminate the Service,
- (c) engage a debt recovery agent to recover the money owe to us. If we engage such debt recovery agent, we may charge you a recovery fee including all costs and expenses incurred. We may also institute legal proceedings against you for the recover the outstanding Total Current Charges. If we institute legal proceedings, you are required to pay us all fees, costs and disbursements (including but not limited to legal fees on a solicitor and client basis and courts fees) incurred by us in connection with such collection by such legal action.

8.9 Promotion

We may offer you a Promotion from time to time (including a Promotion in relation to a particular Rate Plan). We may notify you of any Promotion offered to you either through general advertising or we will advise you separately in writing or in any other method. The terms of each Promotion will either be set out in the Specific Terms for the relevant Service, in advertising material, or you will be advised separately in writing or in any other method. A Promotion may be an offer to vary the price or the terms of and it may be subject to certain terms and conditions. If you accept a Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of the Agreement, otherwise, the terms and conditions of the Agreement shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Agreement will apply again.

8.10 Use of Billing Agent

We may bill you using a billing agent which may or may not be our Affiliate.

8.11 No Defence

In the event we institute legal action against you, you will be liable to indemnify and pay all legal costs and disbursements on a solicitor and client basis. You agree that any dispute in relation to the quality of the Service shall not be used as a ground or basis for the delay or non-payment of the outstanding Total Current Charges payable pursuant to the Agreement.

9. DISPUTE ON INVOICE

- 9.1 For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us.
- 9.2 If you have a dispute on a billing statement, you must give us a notice within fourteen (14) days from the date of the billing statement specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute.
- 9.3 You irrevocably agree that in the event you fail to give us any notice in writing disputing the bill within fourteen (14) days from the date of the billing statement, then you are deemed to have accepted the entries specified in the billing statement as correct and accurate and such billing statement shall be binding and conclusive evidence against you of the correctness and accuracy of the entries specified in the billing statement and the amount due and owing by you to us in a court of law, save for any manifest error.
- 9.4 Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- 9.5 If we find that you are required to pay the disputed Total Current Charges, you must pay the disputed Total Current Charges within fourteen (14) days from the date of our findings. If our finding shows that you are not required to pay such disputed Total Current Charges and in the event the payment is by direct debit, we will reverse any incorrect Total Current Charges that have been applied to the your Account as soon as reasonably practicable once the complaint has been investigated and resolved.
- 9.6 Notwithstanding that you are not required to pay the amount in dispute pending resolution of dispute, you must still pay such portion of the bill that is not in dispute.

10. Late Payment Charges

- 10.1 We are entitled to charge and you must pay us late payment charges at the rate of 1.0% per month (before and after judgment) on all overdue Total Current Charges calculated on a daily basis, calculated from the day following the due date thereof to the date of actual payment of the full outstanding amount including accrued interest.

11. Tax

- 11.1 All sums payable under the Agreement is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation) and if there is a requirement to deduct from any payment under the Agreement any value added or withholding taxes, service taxes or imposts, duties or charges, then you must pay to us such additional sum so as to enable us to receive in full the payment that would otherwise have been payable by you to us.
- 11.2 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by webe. In particular, where Service Tax ("ST") is applicable to webe as the supplier under this Agreement, webe is entitled to charge the ST payable to the Government on the Service and/or any webe services or equipment supplied to the Customer

12. OUR RIGHT TO SUSPEND THE SERVICE

12.1 We may suspend the Service at any time, if:-

- (a) there is an emergency,
- (b) problems are experienced interconnecting our Network with any supplier's Network,
- (c) doing so is necessary to allow us or a supplier to repair, maintain or service any part of our Network or a supplier's Network used to supply the Service,
- (d) Interruption,
- (e) you breach any of the terms and conditions of the Agreement,
- (f) any amount owing to us in respect of the Service (which is not the subject of a valid dispute) is not paid within the Payment Due Date,
- (g) when you hit the Credit Limit imposed by us,
- (h) we reasonably believe there has been an Unusually High Use of the Service,
- (i) we reasonably suspect fraud, and/or illegal activity by you or any other person in connection with the Service, we are required to suspend to comply with any Law and/or any notice issued by the Appropriate Authority,
- (j) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law,
- (k) an event of Force Majeure,
- (l) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be, and we reasonably believe we are unlikely to receive payment for amounts due, and/or
- (m) for any other reasons we deem fit.

12.2 In most circumstances, we will give you as much notice as we reasonably can before we suspend the Service. However, in some circumstances, for example, in an emergency or if we consider your use of the Service is unreasonable and in breach of our Agreement, we may suspend the Service without notice and without liability to you.

12.3 We will use our endeavour to resume the Service as soon as possible if suspension occurs for reasons set out in paragraphs (a), (b), (c) and (d) above. You shall remain liable to pay us the Total Current Charges during these period.

12.4 Upon suspension arising from paragraph (e), (f) and (g), we may at its absolute discretion, re-activate and re-connect the Service, provided that you rectify or remedy those default which result in the suspension of Service, pay a suspension fee at a rate to be determined by us, and all the outstanding Total Current Charges.

12.5 If we suspend the Service, we may later Terminate the Service for the same reason or a different reason, without notice and without liability to you.

13. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES

13.1 **WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICE IS AVAILABLE AT YOUR LOCATION. ACTUAL SERVICE AREA, SPEED, COVERAGE AND QUALITY VARY AND IT DEPENDS ON A VARIETY OF FACTORS INCLUDING OUR NETWORK COVERAGE OR AVAILABILITY, NETWORK CAPACITY, OCCASSIONAL UPGRADES OR MODIFICATIONS, TERRAIN AND WEATHER. OUTAGES, INTERRUPTIONS, CONDITION OF THE EQUIPMENT, YOUR DEVICE AND THIRD PARTY EQUIPMENT CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. WE, THEREFORE, EXCLUDE LIABILITY IN THE EVENT THE SERVICE IS NOT AVAILABLE AT YOUR LOCATION.**

- 13.2 THE EQUIPMENT IS MANUFACTURED AND SUPPLIED BY THIRD PARTY SUPPLIER AND IS SUPPLIED ON AN 'AS IS" BASIS WITHOUT ANY WARRANTY BY US OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, AND TITLE. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE SHALL PASS THROUGH TO YOU, TO THE EXTENT AVAILABLE, ANY MANUFACTURERS' OR SUPPLIERS' WRITTEN WARRANTIES ASSOCIATED WITH SUCH EQUIPMENT.
- 13.3 WE DO NOT WARRANT THAT THE SERVICE AND/OR EQUIPMENT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. WE SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR THE SERVICE REQUIRES MODIFICATION OR ALTERATION OF THE EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
- 13.4 WE EXCLUDE LIABILITIES FOR MATTERS ARISING UNDER CLAUSE 13.
- 13.5 IF YOU DOWNLOAD OR USE APPLICATIONS, SERVICE OR SOFTWARE PROVIDED BY THIRD PARTIES (INCLUDING CHAT AND VOICE APPLICATIONS), OR OTHER CHAT OR CALLING FUNCTIONALITY, IT MAY WORK DIFFERENTLY FROM THE SERVICE OFFERED BY US, OR MAY NOT WORK AT ALL. PLEASE REVIEW ALL TERMS AND CONDITIONS OF SUCH THIRD PARTY PRODUCTS. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION, CONTENT, APPLICATIONS OR SERVICE YOU ACCESS, DOWNLOAD OR USE ON THE MOBILE PHONE. WHERE APPLICABLE, YOU ARE RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THESE THIRD PARTY PRODUCTS OR SERVICES.

14. UNUSUALLY HIGH USE

- 14.1 We monitor our Network and traffic pattern. If we become aware of an Unusually High Use of the Service by you, for example, there is an unusually high volume of data being transmitted between networks within a short period of time causing harm to our Network, damage, interferes or Interrupts the Service, or that of our supplier's network, or causing congestion to our Network, we will take actions we deem necessary to improve our Network performances to ensure better Network availability and speeds for all our subscribers. We may contact you to determine whether that use is likely to continue. If so, we may ask you for additional sum as Deposit or discuss with you on additional terms and conditions including revising your Rate Plan. Please note that we may also be entitled to suspend the Service for an Unusually High Use of the Service.

15. CONCLUSIVE EVIDENCE

- 15.1 If you, and/or the Other User make any admission or acknowledgement in writing of the amount of indebtedness to us and any judgment recovered by us against you of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.
- 15.2 You expressly and irrevocably agree that a certificate of indebtedness issued by our officer shall be conclusive and binding evidence as to the amount for the time being due and owing by you to us and it shall be conclusive evidence against you in any legal proceedings.

16. TERMINATION OF THE SERVICE

- 16.1 Your right to Terminate the Service

You may Terminate the Service at any time by giving us written notice. We will process your termination upon receiving your request. You should not use the SIM Card upon termination. If you are still able to access to the Service, your use of such Service shall be charged.

16.2 Our right to Terminate the Service

We may forthwith Terminate the Service at any time if:-

- (a) there is an emergency;
- (b) we reasonably suspect fraud and/or illegal activity by you or by the Other User in connection with the Service;
- (c) any amount owing to us in respect of the Service (which is not the subject of a valid dispute) is not paid within the Payment Due Date;
- (d) you breach any terms or conditions of the Agreement and fail to rectify and remedy such breach within fourteen (14) days from the date of its receipt of a written notice requiring it so to do;
- (e) breach of our Company Policy;
- (f) change of Law, and/or any order, rules, by-laws, instruction, request or notice issued by the Appropriate Authority;
- (g) an event of Force Majeure;
- (h) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- (i) you make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors;
- (j) you permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects;
- (k) the Service is suspended under Clause 12 for more than fourteen (14) days;
- (l) if you die; or
- (m) for any reason we deem fit.

You may also contact our Customer Service Support for further information.

17. EFFECT OF TERMINATION

17.1 Upon the expiry or the Termination of Service:-

- (a) we will forthwith cease to supply the Service. You will not be able to use the Service after that;
- (b) if you are able to use the Service after the termination date, you will continue to be liable to pay all the Total Current Charges for that use;
- (c) you will forthwith pay all outstanding Total Current Charges to us; and/or
- (d) Termination of the Service will not relieve you from any claims that we may have against you under the Agreement before the Agreement is terminated

17.2 In the event there is any excess payment after deducting all outstanding Total Current Charges, the Deposit will be refunded to you within the timeframe determined by us. You must provide the necessary details to us for purposes of refund. Failure to provide us with the necessary details or other information may have the inadvertent result of payment being made at a period beyond ninety (90) days and in such instance we shall not be held liable for any late payment of refund. In the event you have not received any refund from us within ninety (90) days from the date of Termination of Service, please inform us in writing right away. If you fail to provide the necessary details to us for purposes of refund, or you fail to give us such written notice within twelve (12) months from the date of Termination of Service for our inadvertent delay to refund you the excess amount, we shall then treat that you waive your right to make any claim against us for such excess amount and we will no longer be liable towards you for payment of refund. Any credit balance amounting to RM10.00 and below will not be refunded to you and we are

allowed to absorb the said credit balance and treat it as administration fee for the Service provided to you.

- 17.3 Clauses 5.2, 5.3, 8.3, 8.7, 8.8, 8.10, 8.11, 10, 11, 13, 15, 16 and 17 and another clauses which by their nature shall survive the expiry or Termination of the Service.

18. GENERAL PROVISIONS

18.1 What happens if you become a small medium enterprise customer, large corporate customer, or a carrier service provider?

- (a) You represent that you are not a small medium enterprise customer, large corporate customer, or carriage service provider.
- (b) If you become a small medium enterprise customer, large corporate customer, or carriage service provider at any point of time, you must forthwith Terminate the Service, or we may immediately Terminate the Service by giving you notice when we found out you become a small medium enterprise customer, large corporate customer, or carriage service provider.

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1. INTRODUCTION

1.1 These Term of Use is applicable and binding upon you when you access and/or use our Property. In addition to these Terms of Use, additional terms and conditions may apply, depending how you access and/or use our Property.

This merely serves you as an illustration:-

Description	Which Agreement you should click, read, understand and accept unconditionally in its entirety?
➤ If you are a personal subscriber of our Mobile Service and our service is for your personal domestic or household use only,	✓ Consumer Terms and Conditions for Mobile Service.
➤ If you are a personal subscriber of our Broadband Service and our service is for your personal domestic or household use only.	✓ Consumer Terms and Conditions for Broadband Service.
➤ If you are a business subscriber including small and medium business to big corporation, and our Mobile Service is for your use in the ordinary course of business.	✓ Business Terms and Conditions for Mobile Service.
➤ If you are a business subscriber including small and medium business to big corporation, and our Broadband Service is for your use in the ordinary course of business.	✓ Business Terms and Conditions for Broadband Service.
➤ If you are a purchaser at our Store.	✓ Store Terms and Conditions.
➤ If you participate in any Contest.	✓ Contest Terms and Conditions.
➤ As long as you are a User.	✓ Policy ✓ Privacy Statement. ✓ Other terms and conditions relevant to you, which can be found in our Property.

Collectively, the above is known as “Agreements”

1.2 THE PROPERTY IS PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF OUR PROPERTY IS VERY LIMITED. IT IS, THEREFORE, IMPORTANT THAT YOU READ THE RELEVANT AGREEMENTS CAREFULLY BEFORE ACCESSING AND/OR USING OUR PROPERTY. BY ACTUALLY ACCESSING AND/OR USING OUR PROPERTY, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEING TO BE BOUND BY THE RELEVANT AGREEMENTS IN ITS ENTIRETY FROM THAT POINT ONWARDS.

2. OUR RIGHTS TO MAKE CHANGES

- 2.1 WE CAN CHANGE ANY TERMS IN THE AGREEMENTS AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT THE RELEVANT AGREEMENTS APPLICABLE TO YOU REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR PROPERTY. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO MAINTAIN AN ACCOUNT WITH US AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT YOU HAVE ACCEPTED THOSE CHANGES. IN THE EVENT THERE IS ANY INCONSISTENCY BETWEEN THE VERSION OF AGREEMENTS FOUND IN OUR WEBSITE AND/OR ANY OTHER PLATFORM, THE VERSION OF AGREEMENTS FOUND ON OUR WEBSITE SHALL PREVAIL.

3. CAN YOU CHANGE ANYTHING IN THE AGREEMENTS?

- 3.1 Unless the language in such document unequivocally and expressly allowed in the Agreements, you cannot make any changes to the Agreements without first obtaining our written consent.

4. WHAT THESE WORDS MEAN IN THE AGREEMENTS

4.1 Definitions

Generally, you can rely on the definitions provided in these Terms of Use unless we provide you with different definitions in the relevant Agreements. The following words are given the following definitions:-

“Acceptable Use Policy”	means our policy relating to your use of our Property which may impact your usage.
“Account”	means an account opened by you with us and where the context permits.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Appropriate Authority”	means (i) the federal government of Malaysia, (ii) any state, province, regency, municipality or other political subdivision of Malaysia, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.
“Broadband Service”	means mobile internet data access. For avoidance of doubt, it does not include telephony service and text messaging service.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio , files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of Product, loss of use of our Service,

	loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Contest”	means giveaways or contest organised by us, our Affiliate and/or our agent.
“Customer Service Support”	means all form of customer support provided by us, including without limitation, at our customer service centres, customer service email at mobilecare@Unifi.com.my , customer service hotlines at 011-1000 1000, live chat, social media via live chat in i-foundit! App (for selected services only).
“Force Majeure’	<p>means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect our Property:-</p> <ul style="list-style-type: none"> (a) any acts, orders, decisions or decrees of any Appropriate Authority, (b) enactments of, changes in or the enforcement of any Law, (c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis, (d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, failure of air-conditioning, electromagnetic interference, emergency, ionizing radiation and contamination by radio-activity from any nuclear fuel, (e) act or omission of a supplier, a third party or any failure by manufacturer or supplier to supply us with the Service, and/or (f) any other cause beyond our reasonable control arises or exists which has materially affected the provision of our Platform.
“Indemnified Party”	means, us, our directors, officers, shareholders, employees and/or Affiliate.
“Intellectual Property Rights”	<p>means all intellectual property rights both in Malaysia and throughout the world including:</p> <ul style="list-style-type: none"> (a) any patents, copyright, industrial design, moral rights and similar rights of any type, trade secrets, registered and unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, registered designs and commercial names and designations; (b) any inventions, discoveries, trade secrets, know-how, computer software and scientific, technical and product information; and

	(c) any intellectual property rights existing now or in the future.
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“Mobile Service”	means voice and mobile internet data services that works on any sim card base mobile phones. For avoidance of doubt, “voice” does not include VoIP calls made through third party application and it does not include any wireless computing device such as a tablet.
“Other User”	means any person, employee, family member or friend that uses or desires to use the Service through your Account, whether or not you allow or authorise them to.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“Personnel”	means our employees, agents, contractors, subcontractors, and/or other representatives.
“PDPA”	means Personal Data Protection Act 2010.
“Platform”	collectively means any platforms made available by us from time to time, including but not limited to our Website, Store, mobile applications, digital kiosk, our lounges, authorised dealers, telemarketing and/or our social media.
Policy	means any policy, rules, regulations, Acceptable Use Policy, and/or directions issued or amended by us from time to time.
“Privacy Statement”	means a statement that discloses the ways we gather, use, disclose and manage the Personal Data and how you can opt-out, change, update and access your Personal Data.
“Property”	collectively means our Platform and our Service.
“Product”	means any product, merchandise, and/or service that are displayed in our Store.
“Post/Posted”	means to publish, display, submit and/or upload.
“Self-Care Account”	means self-portal use to access and manage your Account.

“Service”	collectively means Mobile Service, Broadband Service, Store, Value-Added Service, Contest, and any other services made available to you from time to time.
“Social Media Account”	means social media account such as Facebook, Google+, Twitter, Instagram, or any other social media accounts used to register your Account.
“Specific Terms”	means any other specific terms and conditions containing information relevant to the Service.
“Store”	means the store operated and/or managed by us where you and browse and purchase Product.
“us, we, our”	means webe digital sdn bhd and/or any of our Affiliate.
“user, you, yours”	means you, an individual, persons or corporation who is accessing and/or using our Property.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted by you or a user.
“Value-Added Service”	means additional functions, features or facilities which are currently available or will be made available by us from time to time and may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, Content, WAP and other interactive applications and/or services.
“Website”	means mobile.Unifi.com.my and any other website owned, operated, and/or managed by us or our Affiliate.

4.2 Interpretations

Unless there is something in the subject or context, the following words are given the following interpretations:-

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- (c) titles and headings of the Agreements is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Agreements; and
- (d) just because we are responsible for the preparation of the Agreements, or any part of it, the rule of construction shall not apply to our disadvantage.

5. PARENTAL AUTHORITY

- 5.1 ONE OR MORE OF THE CONTENT FOUND IN OUR PROPERTY MAY NOT BE CATERED TO YOU IF YOU ARE UNDER THE AGE OF 18. ALSO, UNLESS OTHERWISE STATED, WE WILL CONTRACT WITH YOU ONLY IF YOU ARE 18 YEARS OLD AND ABOVE. AS SUCH, PLEASE OBTAIN YOUR PARENT OR GUARDIAN’S PERMISSION BEFORE ACCESSING AND/OR USING THE PROPERTY UNLESS YOU HAVE OBTAINED PERMISSION FROM YOUR PARENT OR GUARDIAN. ALL PERSONAL DATA PROVIDED BY A USER AND ALL TRANSACTION

ENTERED INTO WITH US SHALL BE DEEMED TO HAVE BEEN SUBMITTED BY A USER ABOVE 18 OR HAS OBTAINED THE RELEVANT PERMISSION FROM THEIR PARENT OR GUARDIAN.

6. YOUR PERSONAL DATA

- 6.1 When you provide us with your Personal Data, you agree that we may use it to supply you with our product and services and for other purposes described in our Privacy Statement. Without your Personal Data, we may not be able to allow you to use and/or access to our Property or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Statement. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.

7. POSTINGS BY THIRD PARTY AND HYPERLINKS TO THIRD PARTY WEBSITE

- 7.1 Our Property may contain third party content, promotion, product and/or service supplied by third party, or hyperlinks to other websites which are neither maintained nor controlled by us ("Third Party Property"). Third Party Property is provided to you as a matter of convenience only.
- 7.2 Any dealings with such third party via the Third Party Property are solely between you and such third party. Before you transact with such third party via the Third Party Property, we encourage you to read the third parties terms and conditions carefully including their privacy policy.
- 7.3 Where any part of the Service includes provision of third party services and/or software, you agree that the use of such third party services and/or software is subject to such third party terms and conditions. You must ensure you comply strictly with the terms and conditions of the third party and does not erode our rights in any circumstances. In addition to any of other rights we mentioned in these Terms of Use, you agree to indemnify, defend and hold us harmless from any losses and threatened losses arising from and in connection with, or based on any allegation of (a) any claim from third party resulting from any of your act, omission and/or negligence, or (b) any other claim arising out of or related to your breach of such third party terms and conditions, whether directly or indirectly.

8. CREATING AN ACCOUNT

- 8.1 Generally, you can access and/or use our Property without disclosing your Personal Data. However, if any portion of the Property requires you to register or open an account with us, you must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Property if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 8.2 If we allow you to log-in using your Social Media Account, you permit us to access certain information from your Social Media Account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media Account.
- 8.3 You are responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account.

- 8.4 Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your Personal Data and its use as set out in the Agreements. By submitting your information you are consenting to these transfers.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except for the User Generated Content, the Property and Content are the property of ours, or are included with the permission of the owner of the rights, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Property and the Content. The use of the Property and Content does not grant you title or ownership of any of our Intellectual Property Rights or those of our licensors or suppliers. We reserve all rights in our corporate names, service marks, logos, trade names, and domain names (collectively "Marks") and nothing in the Property grants you a license to use such Marks. Additionally, other marks which appears in the Property may contain marks of third parties that are not affiliated with us. We do not own such third party's marks and the use of such marks may be subject to the terms and conditions of such third party.

10. CONTENT

- 10.1 The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way. If we expressly allow you to download a particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only do so provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with us.
- 10.2 We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- 10.3 You further acknowledge and understand that the Content provided in any part of Property may contain technical inaccuracies or typographical errors and as such, we may change or update such information without any notice and without liability, to you.

11. USER GENERATED CONTENT

- 11.1 As a user, you may be allowed to Post any User Generated Content and you agree, by submitting your contribution, you grant us and our Affiliate a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivate works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution.
- 11.2 You also hereby grant other user of the Property a non-exclusive license to access your User Generated Content through the access and/or use of the Property, and to use such User Generated Content only as permitted through the functionality of the Property.
- 11.3 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that has been removed or deleted. The above licenses granted to us, by you in User Generated Content is irrevocable.

- 11.4 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that:-
- (a) your User Generated Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Generated Content to enable us to use of the User Generated Content in the manner required by us and that you have the right to make it available to us for all the purposes specified above;
 - (b) your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
 - (c) your User Generated Content does not infringe the Law;
 - (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
 - (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein; and/or
 - (f) waive any moral rights in your User Generated Content for the purposes of its submission to and publication in the Property and the purposes specified above.
- 11.5 You understand that whether or not such User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.
- 11.6 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with User Generated Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's Intellectual Property Rights. We further reserve the right to remove any Content without prior notice.
- 11.7 You understand and agree that we may review and delete any User Generated Content that you Posted at any time without notice, without liability and for any reason whatsoever, especially if you breach our Policy.
- We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you for the User Generated Content especially if it violates our Policy and report you to the Appropriate Authority.
- 11.8 **Copyright Protection Policy.** If you believe that your work has been copied and Posted in the Property, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact our Customer Service Support.
- 11.9 **User Disputes.** You are solely responsible for your interactions with other user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the Agreements, including terminating your Account.

12. COMPLIANCE WITH THE MALAYSIAN COMMUNICATIONS AND MULTIMEDIA CONTENT CODE (“Code”)

- 12.1 In addition to the above, you are also obliged to comply with the requirements of the Law including but not limited to the Code and will NOT provide any prohibited content or any content in contravention of the Law. We reserves the rights to remove such prohibited User Generated Content, or any content that contravenes the Law with or without notice to you in accordance with the complaints procedure contained in the Code. For more information on the Code and the Content Forum, please visit www.cmcf.my.

13. DISCLAIMER

- 13.1 OUR PROPERTY IS PROVIDED ON AN ‘AS IS”, WITH ALL FAULTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, COURSE OF DEALING, COURSE OF TRADE, WITH RESPECT TO THE PROPERTY. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES ON CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT, COMPATIBILITY TO COMPUTER SYSTEMS DEVICES SOFTWARE PROGRAMS INTEGRATIONS, OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY US SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.
- 13.2 WE RESERVE THE RIGHT TO LIMIT AND/OR PROHIBIT YOUR ACCESS AND/OR USE OF THE PROPERTY AT OUR SOLE AND ABSOLUTE DISCRETION AND WE SHALL NOT BE LIABLE TO YOU FOR ANY SUCH LIMITATIONS OR PROHIBITIONS IMPOSED.
- 13.3 WE MAY ALSO CHANGE OR DISCONTINUE ANY ASPECT OF THE PROPERTY PROVIDED AT ANY TIME, WITHOUT ANY PRIOR NOTICE TO YOU, WITHOUT LIABILITY, INCLUDING BUT NOT LIMITED TO, THE CONTENT, PURCHASES, SUBSCRIPTION AND/OR ANY EQUIPMENT OR DEVICE NEEDED TO ACCESS AND/OR USE THE PROPERTY.
- 13.4 We do not represent that the Property may be available in all regions and countries around the world. We may, at our sole and absolute discretion, limit or terminate your ability to access and/or use the Property from certain regions or countries. You shall assume all obligations and risks associated with the accessibility and/or use of the Property from any given region or country in the world.
- 13.5 The Property is controlled and offered by us from our facilities in Malaysia. We make no representation that the Property is appropriate in other regions and countries. Those who access or use the Property from other jurisdictions do so at their own violation and are responsible for compliance with the Law of that country.

14. WHAT ARE WE NOT LIABLE FOR

- 14.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for:-
- (a) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, negligence, or otherwise caused by us and/or our Personnel;
 - (b) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, negligence, or otherwise cause by us, and/or our Personnel;
 - (c) any interruption, suspension, and/or termination of any the Property;
 - (d) any claim for libel, slander, infringement of third party intellectual property rights;
 - (e) any Content, User Generated Content, and/or conduct of any user or other third parties;
 - (f) an event of Force Majeure;
 - (g) compliance with Law or non-compliance which may affect the supply of the Property;

- (h) any unauthorised access to your Account, data, network or system, howsoever arising, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- (i) loss of your data; and/or
- (j) disputes or breach of contract relating to third party's product and/or service, errors or omissions in such content, privacy and security practices employed by such third party.

14.2 Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that the Indemnified Party's total aggregate liability to you shall not exceed Ringgit Malaysia Nine Hundred and Fifty (RM950.00) only This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

15. WHAT ARE YOU LIABLE FOR

15.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses including Consequential Loss, as a result of:-

- (a) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by you and/or the Other User; or
- (b) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by you and/or the Other User;
- (c) any breach of or non-performance of the your representations, warranties, undertakings, covenants, or obligations under the Agreements;
- (d) the use, access and/or transmission of any Content and/or User Generated Content;
- (e) infringement of our Intellectual Property Rights, third party intellectual property rights, or other contractual or proprietary right, or any other tortious injury arising from the access and/or use of the Property;
- (f) the transmission or publication or communication of any User Generated Content in breach of our Policy;
- (g) any unauthorized access to any of our Property, our customers' Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
- (h) breach of the Law.

16. FORCE MAJEURE

16.1 We will not be liable to you for any delay, failure, suspension or interference in supplying the Service or make available our Platform caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.

16.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Property being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Service and/or the access and/or use of our Platform. In such circumstances, unless we expressly tell you otherwise, you shall not be excused from paying all outstanding charges due and owing by you to us under any of the Agreements as at the time of such Force Majeure event.

17. GENERAL PROVISIONS

17.1 How can you give us notice and how we can give you notice?

You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Property, or serve us a demand letter, legal process, or other communication relating to that (collectively known as “Formal Notice”), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address:-

TM Technology Services Sdn Bhd
Level 48, North Wing, Menara TM Jalan Pantai Baharu,
50672 Kuala Lumpur, Malaysia

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective:-

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, five (5) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender’s facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of the Property, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

17.2 When we can’t carry out our obligations?

Our performance in providing the Property is subject to the Appropriate Authority, Law and legal process, and nothing contained in the Agreements is in derogation of our right and obligation to comply with such Appropriate Authority, Law and legal process.

17.3 No Partnership.

You and we are independent contractors and the Agreements will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

17.4 When do we waive a right under the Agreements?

If you breach the Agreements and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

17.5 When can you and we transfer, assign or novate the Agreements?

You are not allowed to transfer, assign or novate the Agreements (or any part thereof) to any third party unless we give you written consent to do so. We may, however, transfer, assign or novate the Agreements (or any part thereof) to our Affiliate or any third party without notice to you. The Agreement shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

17.6 The terms and conditions of the Agreements and each of the Agreements are independent of one another.

In the event any provision of the Agreements is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

17.7 Which laws and courts govern the Agreements?

- (a) The Agreements is governed by the laws of Malaysia without regard to principles of conflicts of law,
- (b) You and we submit to the exclusive jurisdiction of the courts of Malaysia, and
- (c) You waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

17.8 Language.

If the Agreements or any part of the Agreements is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreements, the English version shall prevail.

17.9 What happens if you have a dispute?

For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us in the manner set out in this Clause 17.1. You may not assert any Claim against us and/or our Affiliate in connection with the access and/or use of the Property unless you have given us such written notice of the claim within fourteen (14) days after you know or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the access and/or use of the Property must commence within six (6) month after the cause of action arose; otherwise, such cause of action is permanently barred.

17.10 Entire Agreements.

These Terms of Use and the relevant Agreements sets out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

17.11 What are the Clauses that will survive the expiry or termination of an Agreement?

Clauses 6, 9, 10, 11, 12, 13, 14, 15, 16, and 17 and another clauses which by their nature survive expiration or termination shall survive the expiry or termination of the relevant Agreements.

17.12 Transmission of Original Signatures and Executing Multiple Counterparts.

If there is any documents requiring your signatures, such original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the two of us to the same extent as that of an original signature.

If you are required to place your signatures electronically on any digital device or equipment, such signatures are true and valid signatures for all purposes hereunder and shall bind the two of us to the same extent as that of an original signature. The same principle will apply if this electronic signature is then printed out.

Should you have any questions concerning these Agreements, please contact our Customer Service Support.

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Acceptable Use Policy

20180108

1. Introduction

We want you to experience our Service at its optimal level in the best possible conditions, thus ensuring that our Service is of great value, fast and reliable. As such, we create this Acceptable Use Policy (“AUP”) to govern your use when you access and/or use our Property to make sure that you do not use Property in a manner we consider ‘unreasonable’. You must, therefore, make sure that any access and/or use of our Property, by yourself or your Other User complies with this AUP.

All capitalized words not defined in this AUP will have the same meaning ascribed in Terms of Use. This AUP is incorporated and forms part of the Terms of Use.

2. Our Right to make Changes

WE CAN CHANGE THE TERMS OF THE AUP AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT THE AUP REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE PLATFORM. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO MAINTAIN AN ACCOUNT WITH US AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT THAT YOU HAVE ACCEPTED THOSE CHANGES.

3. What you must not do

- (a) Do Not Use the Property Illegally

The Property can only be used for lawful purpose in accordance with the Law. You may not use the Property to make calls, send, receive, store, host, publish, distribute, transmit, post, upload or download any materials or data which:-

- violates the Law;
- is patently offensive to the online community, defamatory, offensive, abusive, indecent, obscene, threatening, bigotry, hatred or offensive to moral, menacing, religious or political, unwanted, racist, discriminatory, invasive of privacy or constitute harassment;
- is or may be harmful to children or under 18;
- is intended to solicit any personal information from anyone;
- constitutes or includes any promotion, sales or other commercial activity;
- promotes or encourages illegal or socially unacceptable or irresponsible behavior;
- infringe our Intellectual Property Rights and/or our Affiliate's Intellectual Property Rights;
- is in breach of any third party rights, including third party Intellectual Property Rights;
- has any fraudulent, dishonest, immoral, or improper purpose or effect, or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; and/or
- damages or may damage our name and/or reputation, or the name and/or reputation of our Affiliate, contractors, sub-contractors, suppliers, agents, and/or representatives.

(b) Do Not Violate Our or Anyone's System or Network Security

VIOLATIONS OF SYSTEM OR NETWORK SECURITY ARE PROHIBITED, AND MAY RESULT IN CRIMINAL OR CIVIL LIABILITY. WE WILL INVESTIGATE INCIDENTS INVOLVING SUCH VIOLATIONS AND MAY INVOLVE AND WILL CO-OPERATE WITH LAW ENFORCEMENT IF A CRIMINAL VIOLATION IS SUSPECTED.

You must not access and/or use the Property to violate our or anyone's system or network security by any method including (the list is non-exhaustive):-

- unauthorised access to or use data, system or networks, including any attempt to probe, scan, test the vulnerability of a system or network security, or to breach security or authentication measures without our express authorisation or express authorisation of the owner of the system or network;
- unauthorised monitoring of data or traffic on any network or system without our express authorisation or the express authorization of the owner of the system or network; and/or
- unauthorised interference with any user, host, system or network without our express authorisation or the express authorisation of the owner of the system or network.

You must not access and/or use the Property to take or try to take any action that could:-

- receive, store distribute, transmit, post, upload or download any materials (including software) that are designed to violate our security or anyone's system or network security;
- damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or adversely affect our or anyone's computer system, network or the internet access;
- transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service (DDoS), any back door or time bomb and/or other harmful programs or software designed to violate our security and/or that of others; and/or

- prevent, block or obstruct access to any program installed or data saved in any computer or damage or harm the operation of any such program or the reliability or accuracy of any such data.

In addition to the above, you must not:-

- connect our network to machines, equipment or services that do not have security protection or are able to be used by others to carry out actions or do things that are not allowed by this AUP;
- collect, take or harvest any information or data from the Property, our system or network or attempt to understanding any transmissions or signals to or from any our servers or systems running the Property;
- change, adapt, modify, decompile or reverse engineer any part of the Property;
- send or facilitate the sending of any unsolicited messages or advertisements;

(c) Use of the Service

We consider your use of the Service unreasonable or unacceptable in the examples of uses below. This is not intended to be an exhaustive list.

- If you are a personal subscriber using the Service in a way which could not be reasonably regarded as ordinary personal use, (i.e. for personal, domestic or household use only and not for commercial purposes).
- If you are a business subscriber, including a small and medium business subscriber to big corporation subscriber, using the Service in way which could not be reasonably regarded as ordinary business use.
- Abnormal or excessive use of data services via unconventional means, for example, streaming, downloading and/or uploading large volume of data using Virtual Private Network (VPN) services and proxy servers by means of any tunneling protocols and encryption technique.
- SIM boxing or using the Service in connection with a device that switches or re-routes calls to or from our network to another carrier's network.
- Wholesaling any the Service or using the Service in connection with any device that switches or re-routes calls potentially keeping a line open for hours.
- Using the Service for connection between machine to machine or device to device which is not a sim card based smart phone, tablets or any other machine or device known now or in the future, where such usage is not within our contemplation.
- Inserting or using our SIM Card on a device or equipment other than those allowed by us or contemplated by us in the provision of our the Service.
- Using the Service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- Using the Service for the purposes of arbitrage.
- Using the Service in connection with a device that automatically dials numbers either from a list or are generated randomly.

- Using the Service to make or receive calls on our network for the purposes of resale, resupply or commercial exploitation.
- Using the Service for continuously call forwarding or multiple simultaneous calling.
- Using the Service for bulk messaging.
- Using the Service to send unsolicited or unwanted electronic messages, unsolicited bulk emails, "mailbombs", nuisance calls or advertising to individuals or businesses.
- Making any communication in any forms that may causing or mistaken as causing annoyance, inconvenience, distress, offence or anxiety (for example, hoax calls) to anyone.
- Making any communication in any forms that is likely to damage, harm, ruin or affect the enjoyment of any other person.
- Pretend or help others to pretend to be another person, impersonating another person or misrepresenting others, including but not limited to faking, forging or hiding email headers, subjects, sender names, sender addresses or caller ID details so that an email or call looks like it is not coming from you.
- making excessive use of, or placing unusual burdens on, our network and/or our supplier's network, for example by sending or receiving large volumes of email or excessively large email attachments.
- uploading and/or downloading of files containing very large amounts of data (e.g. Peer-to-Peer traffics like Bit Torrent or other similar file sharing applications when using the Service.
- Using the Service to access any other service which is not allowed by us. For example, using the Broadband Service to access to voice calls and/or text messages.

4. Usage Limitation on the Service

- (a) the Broadband Service

These are some of our limitation you should be aware of:-

- The availability and speed of the wireless service depends on some factors including but not limited to: (i) network availability; (ii) the competence of the Wireless Router; (iii) location& coverage; (iv) distance from the communications tower; (v) network traffic; (vi) the type of data usage by the Customer; and (vii) the volume of concurrent users.

5. Your responsibilities

You are fully responsible for the access and/or use of the Property. You accept that you are using the internet at your own risk and that you are responsible for:-

- (a) your use of the internet (including accessing any material or other content through the internet) and any websites or pages that you own, run or control through the Service; and
- (b) all materials and/or data on the devices that you use to connect with the Service.

You accept that the internet is never completely private or secure and any data or information that you send using the Service may be read or intercepted by others.

You must make sure that your computer systems or network and equipment have the appropriate security software installed so that it is appropriately protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of the Service. We recommend that you install appropriate security software on your computer systems, including using parental controls and up-to-date virus protection and firewalls.

6. Usage by children under the age of 18, employees and anyone without your knowing.

You're responsible for all use of the Service through your Account and for any breach of the AUP whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that we are not responsible for any of your activities in using the network. It's your responsibility to determine whether any of the content accessed via the Service is appropriate for children or anyone else in your household or office to view or use.

7. The actions we take

We are under no obligation to monitor your transmissions or any content you publish using the Property. However, we may from time to time monitor transmissions or published content to protect our network, our other subscribers and the general public as well as to ensure you are complying with the terms of the AUP.

First, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP

Secondly, if you breach this AUP, or we or a third party, reasonably suspect that you may have breached this AUP, we may notify you (although we do not have any obligation to notify you and also we will only notify if it does not prejudice any investigation) and we may also:

- (a) throttle or reduce your internet data speed until such time as we deem fit;
- (b) immediately suspend your access to the Property until such time as we are satisfied the breach has stopped;
- (c) immediately terminate the the Service;
- (d) notify and/or pass on the details of the breach of the AUP to the Appropriate Authority;
- (e) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the our network or our servers; or
- (f) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with any content, files, programs, data and/or other material on our network and/or our servers.

We will use your IP address, Personal Data and other account information in connection with any investigation carried out by us in accordance with this AUP, including by disclosing it to the Appropriate Authority or any third party that we consider has a legitimate interest in any such investigation or its outcome.

8. Report

To report any unlawful, fraudulent, criminal or otherwise illegal activities or unacceptable use of our the Property, please send an email to

Name: Customer Service Support
Address: Level 48, North Wing, Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur, Malaysia
Email: mobilecare@Unifi.com.my

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PRIVACY STATEMENT (ENGLISH)

20180108

1. WHAT IS PRIVACY STATEMENT ABOUT

The PDPA was introduced to regulate the processing of Personal Data in commercial transactions. The PDPA, which applies to all companies that are established in Malaysia, requires us to inform you of your rights in respect of your Personal Data that is being processed or that is to be collected and further processed by us and the purposes for the data processing. The PDPA also requires us to obtain your consent to the processing of your Personal Data.

Consequently, we want you to be clear how we are using your Personal Data and the ways in which you can protect your privacy. This Privacy Statement describes on what information is gathered, how this information is used and stored, who the information will be shared with, how you can opt out and how you can modify your Personal Data held by us and any other changes that have been made from time to time.

2. GENERAL

This Privacy Statement is incorporated and forms part of the Terms of Use.

3. DEFINITIONS

“Account”	means an account opened by you with us and where the context permits.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Appropriate Authority”	means (i) the federal government of Malaysia, (ii) any state, province, regency, municipality or other political subdivision of Malaysia, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.
“BCI Database”	means the common telecommunication operators’ defaulters’ database of black-listed customer information.
“Broadband Service”	means mobile internet data access. For avoidance of doubt, it does not include telephony service and text messaging service.
“Content’	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio , files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.

“Credit Reporting Agency”	means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.
“Contest”	means giveaways or contest organised by us and/or our agent.
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Mobile Service”	means voice and mobile internet data services that works on any sim card base mobile phones. For avoidance of doubt, “voice” does not include VoIP calls made through third party application and it does not include any wireless computing device such as a tablet.
“Other User”	means any person, employee, family member or friend that uses or desires to use the Service through your Account, whether or not you allow or authorise them to.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“PDPA”	means Personal Data Protection Act 2010.
“Platform”	collectively means any platforms made available by us from time to time, including but not limited to our Website, Store, mobile applications, digital kiosk, our lounges, authorised dealers, telemarketing and/or our Social Media.
“Property”	collectively means our Platform and our Service.
“Product”	means any product, goods, merchandise, and/or service that are displayed in our Store.
“Post/Posted”	means to publish, display, submit and/or upload.
“Service”	collectively means Mobile Service, Broadband Service, Store, Value-Added Service, Contest, and any other services made available to you from time to time.
“Social Media”	means social media account such as Facebook, Google+, Twitter, Instagram, or any other social media accounts used to register your Account.
“Store”	means the store operated and/or managed by us where you and browse and purchase Product.
“us, we, our”	means webe digital sdn bhd and/or any of our Affiliate.
“user, you, yours”	means you, an individual, persons or corporation who is accessing and/or using our Property.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted by you or a user.

“Value-Added Service”	means additional functions, features or facilities which are currently available or will be made available by us from time to time and may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, Content, WAP and other interactive applications and/or services.
“Website”	means be https://home.Unifi.com.my/personal/home/wireless-broadband and any other website owned, operated, and/or managed by us or our Affiliate.

4. CHANGES

Our Privacy Statement may change from time to time without notice. As such, please look at our Privacy Statement periodically, and especially before you provide us any of your Personal Data. This Privacy Statement was last updated on the date indicated above. Your continued access and/or use of our Property after any changes, revisions or modifications to this Privacy Statement shall indicate your agreement with the terms of such revised Privacy Statement.

5. PARENTAL ADVISORY

ONE OR MORE OF THE CONTENT FOUND IN THE PROPERTY MAY NOT BE CATERED TO YOU IF YOU ARE UNDER THE AGE OF 18 AS IT MAY PROVIDE ACCESS TO CERTAIN CONTENT THAT CONTAINS EXPLICIT CONTENT INCLUDING THE USE OF PROFANE LANGUAGE AND/OR SEXUAL REFERENCES. ALSO, UNLESS STATED ELSEWHERE, WE WILL CONTRACT WITH YOU ONLY IF YOU ARE 18 YEARS OLD AND ABOVE. AS SUCH, PLEASE OBTAIN YOUR PARENT OR GUARDIAN’S PERMISSION BEFORE ACCESSING AND/OR USING THE PROPERTY. IF YOU HAVE ANY REASON TO BELIEVE THAT A CHILD UNDER THE AGE OF 18 HAS PROVIDED PERSONAL DATA TO US THROUGH OUR PROPERTY, PLEASE CONTACT US AND WE WILL ENDEAVOUR TO DELETE THAT INFORMATION FROM OUR DATABASE. OTHERWISE ALL PERSONAL DATA PROVIDED BY A USER SHALL BE DEEMED TO HAVE BEEN SUBMITTED BY A USER ABOVE 18 OR CONSENTED BY THE PARENT/GUARDIAN IN QUESTION.

6. WHEN IS THIS PRIVACY STATEMENT APPLICABLE TO YOU

The Privacy Statement is applicable to you the moment you access and/or use the Property.

7. IS IT NECESSARY FOR US TO COLLECT AND PROCESS YOUR PERSONAL DATA

Yes, we need to collect and process your Personal Data to enable us to provide you with access and/or use of the Property and we need your consent to collect and process such Personal Data of yours, failing which we are not able to provide you with the access and/or usage of the Property.

8. THE INFORMATION WE COLLECT

We collect information in (2) ways:-

- (a) **PERSONAL DATA THAT YOU / OR A THIRD PARTY PROVIDE TO US.** We collect information (such as name, gender, postal address, National Registration Identification Card, passport, student visa, working visa birthdate, telephone number, facsimile number, email address, credit/debit card information, photos, thumb print, etc.) when you voluntarily provide such information to us as and when required. Other than Personal Data obtained from you directly, we may also obtain your Personal Data from third parties we deal with and from such other sources in which you have given your consent or authorised for the disclosure of such Personal Data.
- (b) **INFORMATION WE GET FROM YOUR USE OF THE PROPERTY.** When you interact with us through the Property, we may collect or receive and store certain personally non-identifiable information. Such information is collected passively using various technologies and cannot presently be used to specifically identify you. This information includes:-
- device-specific information such as hardware model, operating system version, unique device identifiers, mobile network information, memory, sound card data, Internet Protocol (IP) address.
 - cookies that may uniquely identify your browser. This is described in detailed below.
 - details of how you access and/or use the Property such as your search queries.
 - total number of visitors accessing and/or using the Property.
 - diagnostic and usage data that your device generates. This is described in detailed below.
 - how you and Other User use and interact with the Property.

The above is collectively known as “Information”. If we do combine non-personal information with Personal Data the combined information will be treated as Personal Data for as long as it remains combined.

As an ongoing effort to better understand and serve you better, we often conduct research on customer demographics, interests and behaviour based on the Personal Data and Information provided to us. This research may be compiled and analysed on an aggregate basis. We may share this non-identifiable and aggregate data with our Affiliate and/or Authorised Third Party (hereinafter defined) but this type of non-identifiable and aggregate does not identify you personally. We may also disclose aggregated user statistics in order to describe our Property to our Affiliate and/or the Authorised Third Party for other lawful purposes.

“Authorised Third Party” shall mean business partners, contractors, agents, auditors, advisers, any telecommunications provider which we have an arrangement with in connection with the Property and/or third party supplier engaged by us from time to time for the purposes of providing the Property to you. Authorised Third Party shall also include parties in which we propose to or have any existing business dealing with.

9. USE OF YOUR PERSONAL DATA AND INFORMATION

We use the Personal Data and Information you provide in a manner that is consistent with this Privacy Statement. If you provide Personal Data for certain reason, we may use the Personal Data in connection with the reason for which it was provided. Your Personal Data and Information may also be used by us, our Affiliate and/or Authorised Third Party for one or more of the following purposes:-

- (a) assessing your application,
- (b) administer your participation of any Contest or any campaign or events,
- (c) for the purpose of administrating and assessing your participation in webe community projects,

- (d) credit checking with Credit Reporting Agency and screening against the BCI Database,
- (e) to operate and provide the Property to you,
- (f) administrating your Account,
- (g) technical administration of the Property,
- (h) for internal administrative purposes, including accounting and tax,
- (i) to verify and process payment,
- (j) to adopt measures to recover any debt owing to us,
- (k) to communicate with you,
- (l) to respond to your inquiries,
- (m) for research and development,
- (n) for statistical analysis,
- (o) for quality assurance,
- (p) for the enhancement of the Property,
- (q) to detect and prevent fraudulent activity,
- (r) investigation of complaints and suspected suspicious transactions,
- (s) in compliance with any requirements by an Appropriate Authority and/or requirements of Law,
- (t) profiling Service preferences,
- (u) to conduct market research and analysis for our business plans,
- (v) for record keeping, report generation and management analysis purposes;
- (w) to provide you with information on our other Product, of our Affiliate, and/or Authorised Third Party,
- (x) to send you information, promotions and updates including marketing and advertising materials in relation to the Property and those of our Affiliate, and/or Authorised Third Party,
- (y) our other legitimate business activities, and/or
- (z) any other activities which are ancillary to the Property.

The above shall collectively be referred to as “Purposes” in this Privacy Statement.

You represent and warrant that the consent of any Other User whose Personal Data you have provided in any application and/or disclosed to us has been obtained to allow us to process the same for the Purposes set out above.

If we intend on using any Personal Data in any manner that is not consistent with this Privacy Statement, you will be informed of such anticipated use prior to or at the time at which the Personal Data is collected.

10. DISCLOSURE OF YOUR PERSONAL DATA

We are not in the business of selling your Personal Data. We consider this information to be a vital part of our relationship with you. As such we will not sell or rent your Personal Data save and except as provided herein. There are, however, certain circumstances in which we may share your Personal Data with certain third parties without further notice to you, as set forth below.

Business Transfer. As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets.

Affiliate. We may also share your Personal Data with our Affiliate for purposes consistent with this Privacy Statement.

Appropriate Authority. To comply with any order of court or directive from authorities investigating any alleged offence, misdeed and/or abuse or to enforce any of the terms and conditions applicable to you, or where such action is necessary to protect and defend our rights or property.

Authorised Third Party. Where services from such Authorised Third Party is required, we will share your Personal Data on a strictly confidential basis. Authorised Third Party will not be allowed to use your personal information disclosed to them except for the limited purpose of providing the particular service.

Credit Reporting Agency. We will disclose your Personal Data and information with respect to the conduct of your account or business account to any credit reporting agency at any time. Such Personal Data and information provided to any credit reporting agency may in turn be provided to their subscribers of their service.

Public. If you disclose any personal data through any User Generated Content on any Platform, note that such Personal Data will be available to all other users of the Platform.

Telecommunications operator. We may disclose your Personal Data to our service provider who maintains the BCI Database which in turn is provided to other telecommunications operator who has access to the BCI Database.

Other Parties. We may disclose your Personal Data to any other party in respect of whom you have consented to the disclosure of your data.

11. THIRD PARTY SERVICES

Our Property may provide a link or a platform to third party applications, website and/or services to make available certain services to you ("Third Party Services"). This Third Party Services may contain, from time to time, links to other web sites. We are not responsible for the privacy practices or the content of such websites or of any third party. You should review the privacy policies of such Third Party Services. This Privacy Statement applies solely to Personal Data and Information collected by us.

12. COOKIES

What is a Cookie?

When you access and/or use the Property, your device will automatically be issued with a cookie. Cookies are small files containing string of characters that are placed in your device's hard drive to identify your device to our server. Generally, cookies themselves only record those areas of the site that have been visited by the device in question, and the duration. Many websites and/or software application do this whenever a user visits their site in order to track traffic flow.

Depending upon the type of device you are using, you may set your device to accept all cookies, to notify you when a cookie is issued, or not to receive cookies at any time. The last of these, of course, means that certain personalised services cannot then be provided to you.

Our Cookies:-

We use "cookies" to store and track information about you and your access and/or use of the Property.

Our cookie and information retrieved from our cookie is used in line with the uses set out in in this Privacy Statement and more specifically:

- to help save and retrieve passwords used on the Property. This way, you will not have to re-enter information upon every new visit to the Property.

- to track information such as the frequency and duration of your access and/or use of the Property, your click-stream as you go through the Property and help us determine whether you came to the Property from a particular internet link or banner advertisement.
- to analyse the profile of visitors and users to help us in providing you with better access and/or use of the Property and to enhance the Property.
- to personalize the content, banners and promotions that you will see on the Property.

Most cookies are "session cookies," meaning that they are automatically deleted from your device at the end of a session. You are always free to decline cookies if your device permits, although in that case you may not be able to use certain features of the Property and you may be required to re-enter your password more frequently during a session.

Third Party Cookies:

We may allow other third party to serve ads when you access and/or use the Property. In the course of serving advertisements, the third-party may place or recognize a unique cookie in your device. Such third party may use information retrieved from their cookies to provide advertisements on the Property and other Product that may be of interest to you.

WE HAVE NO ACCESS TO OR CONTROL OVER THE THIRD PARTY COOKIES AND THEY ARE NOT SUBJECT TO OUR PRIVACY STATEMENT. PLEASE REVIEW THEIR PRIVACY POLICY FOR DETAILS. If you want to prevent such third party from sending and reading cookies on your device, you will need to visit each of their websites individually to request that you be removed from that system.

13. DIAGNOSTIC AND USAGE DATA

We would like you to help improving the quality and performance of the Property. We can automatically collect diagnostic and usage information from the device you are using and send it to us for analysis. The information is submitted anonymously to us. None of the information submitted identifies you personally, nor do we include images or any of your text. If you allow us to collect diagnostic and usage data, it may include details about app crashes and details about which features of the Property you use and how often. This data would also indicate the kind of device you're using and which version of the operating system it's running. Automatic reporting of diagnostic and usage information is on by default.

14. OPTING-OUT, CHANGE, UPDATE OF AND ACCESS TO YOUR PERSONAL DATA

You may be able to access and/or use the Property without providing us any Personal Data. If you choose not to provide any Personal Data, you may not be able to access and/or use certain the Property.

However, when you choose to provide us with such Personal Data, we may also use your Personal Data to contact you in the future to tell you about our services we believe will be of interest to you.

In relation to direct marketing, you may request us by written notice not to process your Personal Data.

You can write to us via the email address provided in this Privacy Statement at any time to obtain details of the Personal Data we hold about you. Please quote your name, NRIC and mobile number. It would be helpful if you also provide brief details of what information you want a copy of. We may charge a reasonable sum permitted by existing laws to cover our administration costs.

We reserve the right to refuse to provide you with a copy of your Personal Data, but will give reasons for our refusal.

We maintain your Personal Data in our business records while you accessing and/or use the Property. We also maintain this information for a period of time after you are no longer a subscriber or when you discontinue accessing and/or using the Property if the information is necessary for the Purposes for which it was collected or to satisfy legal requirements.

15. SECURITY

The the Property may not be a secure medium, and communications over the Property may be subject to third-party interception. We cannot accept responsibility for any unauthorised access or loss of Personal Data.

We have implemented security policies, rules and technical measures to protect your Personal Data from unauthorised access, improper use or disclosure, unauthorised modification, unlawful destruction or accidental loss. All our employees and data processors, who have access to and are associated with the processing of Personal Data, are obliged to respect the confidentiality of your information.

While we cannot guarantee that loss, misuse or alteration of Personal Data will not occur; we make reasonable efforts to prevent such unfortunate occurrences.

Personal Data that we collect from you will be stored and backed up securely in an environmentally-controlled location. Only authorized people with user ID and password from our company have access to the information.

You must remember to log off from our system after accessing and/or using the Property so that no unauthorized party can have access to your Personal Data. You must not, at any time, divulge your Personal Data to any third party.

16. TRANSFERRING YOUR PERSONAL DATA AND INFORMATION OUTSIDE OF MALAYSIA

It may be necessary to transfer your Personal Data and Information to our Affiliate, and/or Authorised Third Party located in countries outside Malaysia. This may happen where our Affiliate and/or the Authorised Third Party is based outside Malaysia or where you access and/or use our the Property from countries outside Malaysia. By continuing accessing and/or using the Property, you consented to such transfer.

17. QUERIES OR COMPLAINTS

you have any queries or complaints about this Privacy Notice, you can contact us at <https://www.tm.com.my/OnlineHelp/ContactUs/Pages/default.aspx> via our Contact Us section or you can either call TM Contact Centre at:

- 100, if you are in Malaysia; ·
- 1 300 888 123 if you are calling from mobile; or
- +603 2241 1290 if you are calling from overseas.

18. LANGUAGE

In the event of conflict on the use of the words and/or meanings of this Privacy Statement in the English and Malay language, the use of words and/or meanings given to it in the English language shall prevail.

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Store Terms and Conditions

20171101

Welcome to the Store. These Store T&C sets out below govern your use of the Store and this is a legally binding agreement made by and between you and us. The Store T&C is incorporated and forms part of the Terms of Use, thus binding on you.

PLEASE READ THESE STORE T&C CAREFULLY BEFORE USING THE STORE. BY VISITING AND/OR USING THE STORE, CREATING AN ACCOUNT, AND/OR BY PLACING AN ORDER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE STORE T&C. IF YOU DO NOT AGREE TO BE BOUND BY THESE STORE T&C, YOU SHOULD LEAVE THE STORE IMMEDIATELY AND CEASE ALL YOUR USE OF IT.

2. WHAT THESE WORDS MEAN TO YOU

1.1 Definitions

Generally, all the capitalized words in the Store T&C will have the same meaning ascribed in the Terms of Use, you can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Agreement. In such a case, you can rely on the definitions provided in the Store T&C:-

“Delivery Agent”	means the agent engaged by us to deliver the Product to you.
“Delivery Address”	means the physical address provided by you to us for the purpose of delivering the Product to you.
“Grand Total Payable”	means the total purchase price you are required to pay.
“Estimated Delivery Timeline”	means an estimation of timeline you can expect the Product to be delivered to you:-
Order	means the order submitted by you to the Store for the purchase of the Product from us.
Order Summary	means our email to you, which we acknowledge and confirm your Order upon successful payment.
Order Summary Date	means the date appearing on the Order Summary.
Order Confirmation Number	means your reference number used to track your Order.
“Product’	means any goods and/or services we put up in our the Store for you to browse and purchase.
Store T&C	means the Store Terms and Conditions.
Verification Document	means your National Registration Identity Card, a valid passport, or any supporting document we requested for verification purposes.

3. PRICES AND PAYMENT

2.1 Prices

Prices listed or shown in the Store are in Ringgit Malaysia and the prices shown in the Store may differ from the price shown in your shopping cart. It is possible that prices may increase or decrease between the time a Product is placed in your shopping cart and the time the purchase is actually made.

2.2 Adjustment on Pricing

We reserve our right to make adjustments to the pricing of the Product and/or offerings for any reason including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes, and/or errors of advertisements.

2.3 Error and Omission

Despite our best efforts, on rare occasions a Product may be priced incorrectly on the Store. If we made a mistake and the correct price for the Product is actually higher than the price listed on the Store at the time of purchase, we may either, at our sole and absolute discretion, (a) contact you to see whether you want to purchase the Product at the higher price; or (b) cancel your Order for such Product and notify you of the cancellation. In the event you do not wish to continue with the purchase or we cancel your Order, your sole and exclusive remedy is a refund of any money paid to us in respect of that Order.

2.4 Information on Checkout

During the checkout process, you will be asked to complete your payment details. All fields indicated as compulsory must be completed. You represent and warrant that all information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading,

deceptive, and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. You also represent and warrant to us that the credit card you use to make a purchase from us is your own card and/or that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Product you order from us.

2.5 Cost

When you submit an Order, we may notify you of any additional costs including delivery charges, taxes and handling costs or insurance. Payment must be made in advance via credit cards or other form of payment acceptable by us from time to time. Delivery will not be made unless you have fully paid the Grand Total Payable stated in the Order.

2.6 Tax

All sums payable under the the Store is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation) and if there is a requirement to deduct from any payment under the Store any value added or withholding taxes, service taxes or imposts, duties or charges, then you must pay to us such additional sum so as to enable us to receive in full the payment that would otherwise have been payable by you to us.

The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by webe. In particular, where Service Tax ("ST") is applicable to webe as the supplier under this Agreement, webe is entitled to charge the ST payable to the Government on the Service and/or any webe services or equipment supplied to the Customer.

4. YOUR ORDER

3.1 Offer to Purchase

When you place an Order from us, you are making an offer to purchase the Product. Acceptance of your Order is at our discretion and we may reject your Order without providing you with any reasons, even if payment is successful and we have issued you an Order Summary.

3.2 Once payment is successful, your Order is confirmed on the Order Summary Date and we will provide you with an Order Confirmation Number. From this point onwards, subject to certain conditions expressly spelled out in these Store T&C, you are not allowed to cancel your Order.

3.3 Subject to the foregoing paragraph and prior to shipping the Product, you can edit and manage your Order if there is an unacceptable discrepancy between the Product that you ordered and those detailed in the Order Summary.

3.4 If we cannot supply the Product ordered by you, we reserve the right to offer alternative Product of equal or superior quality to you. If there is any such changes to your Order, we will contact you. In such cases, if you do not wish to accept the alternative Product offered, you may cancel the Order within seven (7) Business Days after we have informed you and request for the refund of any money paid to us in respect of that Order. This shall be your sole remedy. In the event that we did not receive any notification from you rejecting the alternative Product, we shall deem that the alternative product have been accepted by you.

3.5 We make every effort to supply the Product as advertised but reserve the right to supply the Product subject to minor variations in actual dimensions and specifications (where these are changed by the manufacturer). Any such minor variation will not give you the right to cancel or rescind any Order placed with us. Images of Product are provided for illustrative purposes only and the actual Product you receive may differ from the image displayed in the Store , especially with generic product.

5. DELIVERY OF PRODUCT

4.1 Estimated Delivery Timeline

Once payment is successful, we will then process your Order and will use commercially reasonable efforts to dispatch the Product to you within the Estimated Delivery Timeline. Notwithstanding the preceding paragraph, time shall not be of the essence for delivery and we shall not be responsible and accept any liability for failure to deliver within the stated time or on a stated day where this an event of Force Majeure.

4.2 Delay of Delivery On Our Part

(a) If a delay is likely, we shall contact you and advise you of the delay. You will not be entitled to damages or compensation if delivery of the Product does not occur on the Estimated Delivery Date.

(b) If we are unable to dispatch the Product within fourteen (14) Business Day from the Order Summary Date, you will, as your sole remedy, be entitled to cancel the Order and require any monies paid to us in respect of that Order to be refunded provided that such delays are wholly caused by us. In order to cancel, you must send written notice of cancellation to us after the expiry of fourteen (14) Business Day from the Order Summary Date but before notification from us that the Product is ready for delivery and before actual delivery of the Product.

4.3 Delay of Delivery On Your Part

You are required to be present and available to accept the Product when they are ready for delivery within normal working hours. If you cannot accept delivery, we may re-arrange delivery. Do note that our Delivery Agent will make a maximum of three (3) attempts to deliver the Product to you at the Delivery Address. If you fail to take delivery of the Product after the third (3rd) attempt, we leave a notice at the Delivery Address. You are required to contact the Delivery Agent directly to arrange for delivery. If our Delivery Agent has to arrange to have the Product delivered to you, we have the right to charge you for any delivery costs incurred at your own cost and expense.

If you do not collect the Product from our Delivery Agent within fourteen (14) Business Day from the said notice, the Product will be returned to us and we will deem that you are no longer interested to take delivery of the Product. We will be able to deal with or dispose of the Product in any manner we deem fit. Your sole remedy is a refund of any money paid to us in respect of that Product you fail to accept delivery and returned to us.

4.4 Physical Presence

We take delivery of the Product to you seriously. To ensure we are delivering to the right person, you must, therefore, be physically present and show our Delivery Agent the Verification Document during delivery of the Product.

4.5 Refund of money paid to us in respect of a Product.

You understand that we will not process any refund until and unless you contact us at our Customer Service Support. You must provide the necessary details to us for purposes of refund. Failure to provide us with the necessary details or other information may have the inadvertent result of refund being made at a period beyond ninety (90) Business Day from the date the right to refund arises as specified in Clauses 3.3, 4.4, 5.2(b), and 7.1, and in such instance we shall not be held liable for any late payment of refund. In the event you have not received any refund from us within ninety (90) days, please inform us in writing right away. If you fail to provide the necessary details to us for purposes of refund, or give us such written notice within twelve (12) months from the date the right to refund arises due to our

inadvertent delay to refund you, we shall then treat that you waive your right to make any claim against us for such refund and we will no longer be liable towards you for payment of refund.

6. RISK OF LOSS, DISCREPANCY AND PATENT DEFECT

5.1 Risk of Loss

Delivery is deemed to have taken place and risk of loss, breakage and all damage and all other risks in the Product shall pass to you on arrival at your Delivery Address.

5.2 Delivery deemed Completed

Upon receipt of the Product, you will be asked to sign a delivery order to acknowledge safe receipt. It is your responsibility to ensure that the delivered Product corresponds with the Product stated on your Order Summary. Upon signing the delivery order, delivery shall be deemed to have been successfully completed.

5.3 Discrepancy and Damage

Where discrepancy occurs or where there is evident of damage through reasonable inspection to the Product, you must still take delivery of the Product and report the discrepancy or damage to our Customer Service Support within twenty-four (24) hours after receipt of the Product.

7. REPLACEMENT POLICY

6.1 Policy

- (a) We shall not be liable for discrepancy or damage on delivery where you fail to lodge any report to our Customer Service Support within twenty-four (24) hours after receipt of the Product whereupon you will be deemed to have accepted and waive your right to return the Product.
- (b) Whilst in possession of the Product you shall be under a duty to take reasonable care of them.
- (c) We reserve the right to refuse a replacement returned which have been made unfit for resale or damaged whilst in your possession.
- (d) It shall be our sole discretion to decide whether or not to replace the Product returned.
- (e) If a replacement of the Product is not possible or would be disproportionate to the price of such Product, we shall at our discretion refund any money paid to us in respect of that defective Product provided that you return the defective Product to us with the original box and packaging intact and in good order.

6.2 Damage Product

If you discover a damage to the Product through reasonable inspection, you must contact our Customer Service Support within twenty-four (24) hours after receipt of the Product Please keep the Product in the original box and packaging intact and in good order. If, when we examine the Product, it is evident that the damage has arisen because of you have, whether directly or indirectly (a) altered or attempted to alter the Product, (b) misused, abused, or fail to provide adequate care to the Product, (c) repaired or attempted to repair the Product, (d) dropped, damaged the Product or (e) dealt with or used the Product contrary to the manufacturer's instructions, we will not replace the Product to you and we shall not be liable to you. Our findings are deemed conclusive and binding on you.

6.3 Defective Product

The Product comes with a warranty provided by the manufacturer. After delivery, you must examine the Product. If there is a defect in the Product, you must contact the manufacturer directly. Your remedy is with the manufacturer directly.

8. DISCLAIMER AND PRODUCT WARRANTY

7.1 PRODUCTS MANUFACTURED BY THIRD PARTY, AND SUPPLIED BY US ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTY BY US OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL PASS THROUGH TO YOU, TO THE EXTENT AVAILABLE, ANY MANUFACTURERS’ WARRANTIES ASSOCIATED WITH THE PRODUCT SUPPLIED BY US.

7.2 You expressly waive any Claim and Losses including Consequential Loss that you may have against us based on any Product liability or infringement or alleged infringement of any Intellectual Property Rights of third party with respect to any Product manufactured or published by third party and also waives any right to indemnification from us against such Claim and Losses including Consequential Loss made against you by a third party.

7.3 ANY DESCRIPTION, SPECIFICATION AND INFORMATION CONTAINED IN THE STORE IN RELATION TO A PRODUCT IS PROVIDED FOR GENERAL GUIDANCE ONLY AND DOES NOT FORM PART OF THE STORE TERMS AND CONDITIONS. DESCRIPTION MAY BE LESS DETAILED AND, IN CERTAIN CIRCUMSTANCES, DIFFERENT TO THE INFORMATION CONTAINED IN THE ACTUAL PRODUCT PACKAGING, MATERIAL AND OTHER DESCRIPTION PROVIDED BY THE MANUFACTURER.

9. FORCE MAJEURE

8.1 We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of our obligations in respect of the Product if the delay is caused by Force Majeure. If we are unable to provide you with the Product within a reasonable time due to circumstances outside our control, we shall either agree to a new timescale with you for the delivery of the Product or either of us may decide to terminate the Order in which case we will refund any money paid to us in respect of that Order.

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Contest Standard Terms and Conditions (“Standard Terms”)

2017 12 07

1. Introduction

We run certain contest or giveaway (“Contest”) once a while. When you participate in any Contest, you must make sure you read this Standard Terms. IN THIS STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT CONTEST, INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS, THEREFORE, IMPORTANT YOU READ THIS STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE SUCH CONTEST.

Specific terms relating to web Contest will be set out separately in the Specific Terms and Conditions (“Specific Terms”). You should read the Specific Terms as well. The Specific Terms will specify, amongst others, (a) name of contest, (b) brief description of contest, (c) the mechanism/entry procedure, (d) eligibility, (e) contest period, (f) prize, and (g) collection period of the prize. You must comply strictly to each and every of the terms and conditions set out in the Specific Terms.

WHEN YOU ENTER INTO CONTEST, WE WILL ASSUME THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THES STANDARD TERMS AND THE SPECIFIC TERMS (COLLECTIVELY KNOWN AS “CONTEST TERMS”) IN ITS ENTIRETY.

All capitalized words not defined in Contest will have the same meaning ascribed in our Terms of Use. The Contest is incorporated and forms part of our Terms of Use.

2. Our Rights to make Changes

WE CAN CHANGE ANY TERMS IN THE CONTEST AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT CONTEST TERMS REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OURPROPERTY. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO PARTICIPATE IN CONTEST AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT YOU HAVE ACCEPTED THOSE CHANGES.

3. Eligibility

Unless otherwise prescribed in the Specific Terms, you must be at least 18 years old at the time of entry. It is not our duty to ensure that you are 18 and above. If you participated in Contest, we shall deem that you are above 18 years old.

4. Charges

You understand and agree that you may incur certain charges to take part in Contest. Where the mode of entry is via short messaging service ("SMS") multimedia messaging service ("MMS"), or when you are required to use data for internet usage, each Contest entry sent by you may be subject to a premium charges as stipulated in the Specific Terms. This charges is in addition to the standard fee charged by your telecommunications service provider.

Unless otherwise stated in the Specific Terms, all costs incurred by you including without limitation, postal charges, Internet Service Provider (ISP) charges, transport costs, communication charges, accommodation, meal costs and/or other related costs incurred by you as a result of and/or pursuant to your participation in Contest shall be solely borne by you. We shall not be under any obligation to reimburse you for any of such costs and expenses incurred thereof.

5. Suspension

We may suspend your participation, at any point of time, without notice, without liability, if in our sole and absolute discretion we believe, with or without evidence, that:-

- (a) you are ineligible to participate;
- (b) you tamper with the entry process;
- (c) you tamper with Contest mechanism;
- (d) in our sole determination, we believe that you have attempted to undermine the operation of Contest by fraud, cheating or deception;
- (e) breach the terms and conditions of the Contest Terms;
- (f) you violated any applicable Law; and/or
- (g) for any other reasons we deem fit.

We may but have no obligation, in our discretion deems fit, conduct any investigation regarding the above. Our findings shall be final and conclusive and binding on you and shall not be questioned by you on any account. If we find that you have committed any of the above, we shall forthwith, with or without notice, disqualify your participation. In the event we find that you have not committed any of the above, we may, but do not have such obligation, allow you to resume in the participation. You shall have no claim against us, our Affiliate, directors, officers, employees, servants, agents, assignees, sponsors, and/or representative (collectively known as "Indemnified Party") whatsoever, that arises during the period of suspension.

We may terminate or suspend Contest at any time at our own absolute discretion in which case, we may elect not to award any prize. Such termination or suspension will not give rise to any claim by you against the Indemnified Party, regardless of the situation. If the Contest is resumed, you shall abide by our decision regarding resumption of the Contest and disposition of the prizes.

6. Disqualification

Submission of Contest entry does not guarantee you the opportunity to participate in Contest. Equally, if you are a winner, it does not guarantee you the opportunity to receive the prize. Notwithstanding Clause 5 above, we shall be entitled to forthwith reject or refuse any participation, or revoke the prize for any reasons whatsoever. Our decision is final and you have no right to question our decision.

You understand that, your entry to the contest will be automatically disqualified, or we may revoke the prize (at any stage of the contest) in any one of the following situations (including but not limited to):-

- (a) information and/or details provided is not accurate and complete;

- (b) you fail to provide any proof of information and/or details upon our request;
- (c) you are ineligible or fails to meet any of the eligibility criteria;
- (d) your contest entry is received by us after the closing date;
- (e) you tamper with the mechanism of the contest, and/ entry process;
- (f) you violated any applicable laws or regulations;
- (g) incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Contest Terms;
- (h) in our sole determination, we believe that you have attempted to undermine the operation of the contest by fraud, cheating or deception;
- (i) where traveling is involved, you do not have the necessary visa or traveling documents; and/or
- (j) for any other reasons we deem fit.

In the event of a disqualification after the prize has been awarded, we reserves the right to demand for the return of the prize or payment of its value from you.

7. Your Representation and Warranties

You represent and warrant to us the following:-

- (a) you are above 18 years of age at the time of entry;
- (b) all information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you;
- (c) any of the Material (defined below in Clause 9) submitted is your own original work; and
- (d) the Material submitted to us does not infringe any third party intellectual property rights.

8. Your Covenants and Undertakings

You covenant and undertake to us the following:-

- (a) you will upon request, provide all information to us, required in connection with or for the purposes of Contest;
- (b) agree that if so required by us, you shall make yourself available (without compensation) for the production, recording and publicity of Contest during the such time and production schedule as may be notified by us;
- (c) to be interviewed (which may be recorded by us);
- (d) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording");
- (e) agree and consent that we have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on its website, social media and/or platform, in whole or in part at the our discretion. All copyrights subsisting in the Recording shall belong to us absolutely;
- (f) to abide by the Contest Terms and agree to cooperate and to follow all directions given to you;
- (g) shall not by act or omission, directly or indirectly bring us and/or the sponsor into disrepute;
- (h) not to publish, or disclose any information in connection with the contest or prize (including without limitation, to any representatives of media in any form whatsoever) without our prior written consent;
- (i) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the contest or the prize with any third party;
- (j) you shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the contest period; and/or
- (k) to abide all other terms and conditions as may be provided by us, and/or our sponsors.

9. Material Submitted

In the event entry of Contest requires the submission of any text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials or other creative works, including voice or video recordings and/or document (collectively, "Material"), you must own the intellectual property and all copyright of the Material you submitted.

You accept that by sending us the Material, you grant us the permission to use them in both print and digital form, and to use them on our websites, on our social media, and/or any other publications in any platform for the purposes of marketing.

Submission of Material must not contain any elements of nudity, pornographic images, incite hatred, graphic violence, defamatory or libellous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish our image or reputation. We reserve the right to reject any submissions which contain elements of nudity, pornographic images, graphic violence, defamatory or libellous statements, or material considered illegal or may contravene the laws of Malaysia, or materials likely to tarnish our image or reputation.

10. Equipment Used by us

Sometimes, we may use certain consumer electronic device (including without limitation smartphones, personal computers, tablets) (collectively, "Equipment") for your temporary use during the Contest. You understand that the Equipment belongs to us and in no way ownership shall be transferred to you. When the Equipment is in your possession, you understand that you have a duty to keep it safely and take proper care of the Equipment until such time as it is returned to us at the end of the Contest, or upon request. While the Equipment is in your possession, you shall be held responsible for anything that happens to the Equipment including lost and/or damage whereupon you shall replace a new one for us.

11. Sponsor

Certain prize may be provided by our sponsor and may have certain special terms and conditions attached to it. The prize is subject to such terms and conditions and winner must comply with such terms and conditions before they are awarded such prize.

12. Prize

This section applies to all winners or as long as you are receiving a prize from us. All prizes must be collected within the collection period and at such collection venue as set out in the Specific Terms. Failure to claim prizes within the collection period shall result in the prizes being forfeited by us, and the Indemnified Party shall have no liability towards you in any respect, whatsoever.

Where the prize awarded is a non-cash prize, you shall not be entitled to redeem the same for cash or other alternatives. We do not guarantee the availability of non-cash prize and we shall be entitled to replace and/or substitute such prize with any other prize(s) of similar value as determined by us, our agent, assignee, or sponsor at our sole and absolute discretion.

Where the prize, is a cash prize, we shall be issued the cash prize in the form of a cheque or debit to your account or in any way we deem fit. You are responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing your cheque.

All prizes are strictly not transferable, assignable exchangeable or redeemable by you in any other form or manner other than that specified by us. All specific or special terms and conditions that are attached to the prize (whether by us, our agent, assignee or sponsor must be adhered to strictly by you. Prizes must be claimed in person unless we prescribe other mode of collection. In special situations, and subject to our absolute discretion, winner may nominate a designated representative to collect the prize. The representative will be required to present written authorisation from you and identification which includes a photograph of yourself and your representative.

If we elect to post the prize to you, we shall take no responsibility for the safe and effective postal delivery of the prize. You are responsible for any and all taxes payable as a result of a prize being awarded or received (if applicable) by you.

In the event you choose not to accept the prize, the prize shall be forfeited and we shall deal with such prize in such manner as we deem fit in our absolute discretion.

13. Indemnity, Limitation of Liability and Waiver

Participation of Contest is entered into at your own risk without any warranty of any kind express or implied. At the same time, all prizes are accepted entirely at your own risk and are awarded by us, our agent, assignee and/or sponsor without any warranty of any kind express or implied. Where applicable, you may be required to execute a deed of release and indemnity in a form prescribed by us, and you agree to execute such release and indemnity in order to participate in Contest and/or receive the prize.

In the event the Contest and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling (collectively known as "Participation"), you are aware that during such Participation, whether in civilized or remote area or by any mode like aviation, land transport (which includes but not limited to rail, road, off-road transport) and ship transport entails an inherent risk factor such as illness, injury and/or death which may be caused by any act, omission and/or negligence of others, self, forces of nature or other known or unknown factors.

You recognize that such risks may be present at any time before, during and after the Participation and you agree to Participate, whether or not, such participation is under our arrangement or otherwise by our associate, agency or any third parties.

You are also aware that medical services or facilities may not be readily available or accessible during some or all the time during such Participation.

You will assume full responsibility of obtaining your own insurance with any insurers to cover all of your needs that is intended to cover without limitation medical expenses, delay baggage, travel delay due to weather, trip interruption, accidental death injury or disablement, or any losses incurred during such Participation, either within Malaysia or internationally.

In consideration of your participation of the Contest and/or acceptance of the prize, you acknowledge and agree that the Indemnified Party shall not be responsible or liable for, and release and forever discharge the Indemnified Party from any claim, liability, damages, cost, loss or expense whatsoever caused in respect of but not limited to:-

- (a) any injury or health problems happens to you (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problem resulting in death;
- (b) loss of earnings or earning capacity;
- (c) any impairment of enjoyment of life;
- (d) loss of or damage to personal property and personal belongings;
- (e) pain and suffering;
- (f) death; and/or
- (g) any loss of any other kind whatsoever arising out of such Participation.

The releases contained in the foregoing paragraphs shall operate in respect of any injury, death, loss and/or damage sustained or suffered howsoever caused, including any injury, death, loss and/or damage due to the act, omission, negligence, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Indemnified Party.

You hereby agree to fully indemnify, defend and hold the Indemnified Party harmless against any loss, claim, liability, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, fees, expenses (including but not limited to court costs, reasonable legal fees and expenses), damages and all costs and expenses of any nature arising out of any breach of representation, warranty or undertaking or your participation in the Contest, acceptance of the prize or by such Participation.

The Indemnified Party shall not be held responsible for:-

- (a) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in sending a Contest entry as a result of any network, communication, ISP or system error, interruption;
- (b) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in receiving your Contest entry whether or it is experienced by us or your telecommunication service provider;
- (c) any problem, loss or damage occurs as a result of downloading of any material in the Contest;
- (d) any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control; and/or
- (e) any failure on our part to perform any of our obligations in respect of the Contest and this Contest Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.

All rights and privileges herein granted to us are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. You shall have no right in any circumstances, to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest.

We shall not be liable to you for any expenses incurred, wasted expenditure, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of the prize, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).

Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that our entire liability, if any, and your exclusive remedy, arising out the Contest shall not exceed Ringgit Malaysia One (RM1.00) only.

14. Our Decision

The criteria for the selection of winner shall be as set out in the Specific Terms. Notification of winner will via the means as set out in the Specific Terms. Our decision on all matters relating to the Contest (including without limitation, the selection of contestant, play of the Contest, selection of winner, and/or any resolutions made) shall be final and absolute and binding on you. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by us will be entertained.

15. Successors and Assign

You hereby agree that the obligation specified herein shall be binding upon you personally as well as your heirs, executors and administrators. In the event it involves any form of participation, trip or travelling, this would include all members of your family and any minor accompanying you.

We shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by us. You do not have any such rights.

16. Language

If this Contest Terms or any part thereof is translated into any other languages and there is any conflict between this English version and any foreign language version of this Contest Terms, the English version shall prevail.

17. Severability

In the event any provision of this Contest Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

18. Governing Law

The Contest Terms is governed by the laws of Malaysia without regard to principles of conflicts of law, you and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

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