

TERMS AND CONDITIONS FOR DIRECT CARRIER BILLING

1. You can choose to purchase any content or application from Google Play™ (“Content”) with your Android device using your unifi Mobile Account. We will deduct the amount of your purchase from your Account Balance.
2. If you choose to buy Content using your unifi Mobile Account, you agree to these terms of use and the terms applicable to the relevant unifi Mobile subscription plan including our privacy policy all of which are available on <https://mobile.unifi.com.my/agreements/>. We will only display these terms of use on your device the first time you use your unifi Mobile Account as a payment method and thereafter only if we amend these terms of use.
3. Your use of the Content is subject to the terms of your agreement with Google and its privacy policy which is available on https://play.google.com/intl/en_my/about/play-terms.html and on https://www.google.com/intl/en-GB_my/policies/privacy/; or with the relevant Content providers and its respective privacy policies.
4. You warrant that you are authorized to use your Unifi Mobile Account to purchase the Content.
5. Our privacy policy (<https://mobile.unifi.com.my/agreements/>) applies to how we use your personal information.
6. Google, Google logo, Google Play™ and Android are trademarks of Google Inc. unifi Mobile does not own the copyright, trademarks, services marks or other marks on Google Play™. These marks are owned and registered by their respective owners.
7. These terms of use are governed by the laws of Malaysia. You agree that the Courts of Malaysia have jurisdiction over all matters arising from these terms of use.

Registration and Usage

1. You will need to set up a Gmail account before you use Google Play™.
2. If this is your first purchase on Google Play™, you have to add unifi Mobile as your preferred payment method by following the steps listed below:
 - i. Your device must be on unifi Mobile network;
 - ii. Your unifi Mobile Account must be active, to purchase the Content. “Active” means able to make, receive calls/SMS and have internet access;
 - iii. Select the Content you wish to purchase and click on “Buy”;
 - iv. Select unifi Mobile payment as your preferred payment method; and
 - v. Click on “Accept” after you have read and agreed to accept these terms of use.
3. If you have previously registered your debit/credit card as your preferred payment method on Google Play™, you will be required to change your payment method to unifi Mobile’s payment method. Once unifi Mobile payment is selected, it will be your default payment method for purchases made on Google Play™ until you change it.
4. We may stop allowing you to buy Content from Google Play™ using your unifi Mobile Account, for any reason whatsoever, with or without notice including if we suspect that



there is fraudulent or unauthorized use or if our agreement with Google Play™ terminates or for any operational reasons.

5. If you port your mobile number to another mobile operator, you will not be able to use your unifi Mobile Account to buy Content.
6. The Content is not under our control and we are not responsible for, nor do we endorse or have any involvement in the operation of the Content. If you have any issues with the use of the Content, you are required to directly contact the relevant content provider or Google Play™ for assistance.

Charges and Payment

1. We do not set the Content prices. Prices for the Content are determined by the content providers or Google (if the Content is provided by Google) and are subject to adjustment or taxes determined by Google.
2. If you purchase Content using your unifi Mobile Account while you are roaming overseas the Content price displayed on Google Play™ will be in Ringgit Malaysia when it is deducted from your Account Balance.
3. You may purchase app and in-apps depending on your unifi Mobile Account Balance, accumulatively up to a limit of RM250/per month.
4. This monthly limit refers to your purchases from the first day of the calendar month until the last day of that month. We may change this monthly limit from time to time.
5. You may request for refunds for Content purchased from Google directly. However, Google holds the final decision for refunds. Refunds can only be made up to 6 months of your purchase.

Definitions

1. **'Application'** means any software program or other downloadable digital content (together with any applicable documentation or end user license agreement) created by a third party application developer or publisher that you have purchased or licensed from any of the participating Application Stores and includes any in-application purchase for the same.
2. **"Application Stores"** shall mean the Google Play, or such other third party application store that partners with unifi Mobile for this Service from time to time.
3. **'unifi Mobile System'** means the computer software and systems that enable unifi Mobile to deduct your Account Balance on behalf of Application Stores.
4. **'Service Provider'** means a third party which provides unifi Mobile with delivery and ancillary fulfilment services to facilitate your purchase. Service Provider may include Fortumo, Google Play and any other third party that unifi Mobile may include from time to time for the billing and/or collection on behalf service.
5. **'Vendor'** means to the third party authorized application or content developer who has entered into a contract with Service Provider to sell and/or license their Applications to end users through the unifi Mobile System.



Provision of Service

1. unifi Mobile shall not be liable for any delay in or for failure to perform obligations under this Agreement if that delay or failure is caused by circumstances beyond unifi Mobile's control or by a third party.
2. unifi Mobile has no control over the Content provided via Service Providers and is not responsible to ensure that Applications and/or Content will not contain or promote anything defamatory, illegal or discriminatory.
3. Each Application and your use of it is subject to the terms and conditions contained in the Vendor's end user license agreement, as set out on their website or as otherwise provided to you by them. You may also be subject to the applicable terms and conditions of the Application Store.
4. Neither unifi Mobile nor Service Provider provides any operational or technical support for Applications. The Vendor may provide such support.
5. unifi Mobile may suspend your use of the Service where it is suspected that there is unauthorized or fraudulent use. In the event that your use is suspended pursuant to this clause, you may be barred from future use of the Service.
6. For your protection, unifi Mobile may implement value limit or per-calendar month spending limit. Such limit may cause temporary suspension of your use of the Carrier Billing Service once such limit has been reached.
7. The Service is only available to unifi Mobile customers. If you transfer or "port" your mobile telephone number from us to another carrier, you will be deemed to have cancelled the Service and will no longer be able to use the Service for your mobile telephone number after the "transfer" or "porting" is completed. Notwithstanding the above, you will remain responsible for all fees and charges incurred prior to the mobile number transfer or "porting".

Charges and Payment

1. Prices for Applications are determined by the Service Provider and/or Vendor and are subject to adjustment or taxes or currency exchange rates determined by them.
2. You agree and acknowledge that your acceptance of a charge during the transaction process will entitle unifi Mobile to deduct your Account Balance
3. If you subscribe to a subscription service on an Application, you will be charged in accordance with the subscription frequency and price indicated at the time of your subscription. You are required to refer to the applicable subscription cancellation option at the time of subscribing the service. The cancellation request has to be made to the respective Vendor or Service Provider. If the subscription is not cancelled prior to the renewal date, you may no longer have the right to cancel or receive a refund and any cancellation will take effect from the following renewal period.
4. 0% GST will be charged from your purchase. Please note that pricing in Google Play™ also excludes GST.

Refunds and returns

If your Account Balance has been incorrectly debited, you must notify us within 6 months from the date of occurrence.

1. **This clause does not apply in respect of any issues relating to the operation or performance of Applications and all refunds or disputes relating to the Application or the Content should be referred to the relevant Service Provider.**
2. If there is a refund should be given by us, you should receive your refund in 3 working days.



Personal Data

1. **By using this Service, you consent to your Personal Data being collected, used and/or disclosed to or by** us, our Service Providers and Vendors for the purpose of providing you the Service. You further agree that we may share your personal data with third party service providers who provide operational services to us, such as, telecommunications, information technology, payment, payroll, processing, or other services to us for the purpose of providing this Service.

Warranties and Liability

1. The Service is provided here under "as is" and "as available" and unifi Mobile hereby excludes all conditions, endorsements, guarantees, representations, or warranties of any kind to the fullest extent permitted by law.
2. For the avoidance of doubt, unifi Mobile shall not be liable for the quality or performance of Applications or Application Stores provided by Service Providers or for Content accessed through the Service.