

Terms of Use

2022 12 01

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?
<input type="checkbox"/> If you are a personal subscriber of our Mobile Service and our service is for your personal domestic or household use only,	<input type="checkbox"/> Consumer Terms and Conditions for Mobile Service.
<input type="checkbox"/> If you are a personal subscriber of our Broadband Service and our service is for your personal domestic or household use only.	<input type="checkbox"/> Consumer Terms and Conditions for Broadband Service.
<input type="checkbox"/> 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.	<input type="checkbox"/> Business Terms and Conditions for Mobile Service.
<input type="checkbox"/> 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.	<input type="checkbox"/> Business Terms and Conditions for Broadband Service.
<input type="checkbox"/> If you are a purchaser at our Store.	<input type="checkbox"/> Store Terms and Conditions.
<input type="checkbox"/>	<input type="checkbox"/> Policy <input type="checkbox"/> Privacy Statement. <input type="checkbox"/> 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 ACESSEING 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, <b>customer service email at <a href="mailto:mobilesupport@unifi.com.my">mobilesupport@unifi.com.my</a>, live chat, social media, support form only).</b>
"Force Majeure"	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:- <ul style="list-style-type: none"> <li>(a) any acts, orders, decisions or decrees of any Appropriate Authority,</li> <li>(b) enactments of, changes in or the enforcement of any Law,</li> <li>(c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis,</li> <li>(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,</li> <li>(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</li> <li>(f) any other cause beyond our reasonable control arises or exists which has materially affected the provision of our Platform.</li> </ul>
"Indemnified Party"	means, us, our directors, officers, shareholders, employees and/or Affiliate.

<p>"Intellectual Property Rights"</p>	<p>means all intellectual property rights both in Malaysia and throughout the world including:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) any inventions, discoveries, trade secrets, know-how, computer software and scientific, technical and product information; and</li> <li>(c) any intellectual property rights existing now or in the future.</li> </ul>
<p>"Law"</p>	<p>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.</p>
<p>"Losses"</p>	<p>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.</p>
<p>"Mobile Service"</p>	<p>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.</p>
<p>"Other User"</p>	<p>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.</p>
<p>"Personal Data"</p>	<p>shall have the same meaning as in the Personal Data Protection Act 2010.</p>
<p>"Personnel"</p>	<p>means our employees, agents, contractors, subcontractors, and/or other representatives.</p>
<p>"PDPA"</p>	<p>means Personal Data Protection Act 2010.</p>
<p>"Platform"</p>	<p>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.</p>

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 TM Technology Services 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 <a href="https://unifi.com.my/mobile">https://unifi.com.my/mobile</a> 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 derivative 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](http://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, COMPABITBILITY 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 LIMIMATIONS 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

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.

- When we can't carry out our obligations?
- 17.2 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.
- No Partnership.
- 17.3 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.
- When do we waive a right under the Agreements?
- 17.4 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.
- When can you and we transfer, assign or novate the Agreements?
- 17.5 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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