

Cari@Unifi TERMS & CONDITIONS

This Terms and Conditions for cari@unifi (“T&C”) shall be read together with the General Terms and Conditions for TM’s website (“TM’s WebsiteT&C”), as available in www.unifi.com.my (subject to further changes, at TM’s absolute discretion, without prior notice to You). In the event of any discrepancies, this T&C shall prevail over the TM’s Website T&C but only to the extent of such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this T&C, from time to time without prior notice to you. By participating in this ecommerce platform, You are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the plan, shall be final, binding and conclusive.

1. GENERAL

- 1.1 You must read, understand, agree and accept this T&C to participate in this cari@unifi platform. By accessing and participating in this Platform, You agree to be bound by this T&C and any modifications and amendments,
- 1.2 You agree that TM may amend and modify this T&C at any time without notice. Unless explicitly stated otherwise, any new service introduced by TM shall be subject to this T&C. All such notices are hereby incorporated by referring to the T&C. You are responsible to check on the T&C regularly. By continuous use of this Platform, You are agree to be bound by any modifications and amendments imposed on this T&C.
- 1.3 cari@unifi is a Platform to enable You to advertise your businesses to the public and communicate via your private communication tools which shall not be associated with TM. TM shall not have any relation to the purchase and delivery services performed outside this Platform.
- 1.4 You shall be fully responsible for any losses and consequences arising outside of this Platform. TM is not liable for any losses and/or damages that You may suffer from your lack of precaution in using this Platform.
- 1.5 “You” or “Merchant” shall mean the individuals who are eligible to advertise their businesses on this online marketplace platform

“TM” shall mean Telekom Malaysia Berhad.

“This platform” shall mean the cari@unifi.

“Communication Tools” shall mean the private communication medium decided by you or as advised by TM from time to time.

“Buyer” shall mean the party who purchase goods/services and entered into a business transaction with the Seller.

“Confidential Information” shall mean all information that a party discloses (Disclosing Party) to the other party (Receiving Party) whether in writing or verbally that is confidential but not limited to name, address, contact number and other personal data.

“Counterfeit” shall mean any goods, services or businesses which bears any identical signs, symbol, pattern, packaging and/or logo with any brands with a valid registered trademark in Malaysia and the world.

2. Cari@Unifi

- 2.1 This Platform is an online platform that provides a place and opportunity for free online listing services to the formal and informal business owners to advertise their businesses to the public.
- 2.2 This Platform will commence on August 2020 and will continue until further notice by TM. Any discontinuance will be notified through unifi website.
- 2.3 All business transactions are solely between You and the Buyer and TM shall not be associated nor become a party to that or any other transaction between You and the Buyer.
- 2.4 The parties to such transaction will be entirely responsible for the business transaction between them, not limited to the advertising of goods, product quality, warranty of products and any other matters relating to the purchase.
- 2.5 TM shall have the absolute right to perform prior screening and/or approval to the prospective Merchant or the content and/or information provided by the Merchant before listing the business in This Platform.
- 2.6 TM reserves the right to remove any content and/or information posted by You in This Platform if You violates any of the terms and conditions in this T&C or upon receiving any complaints directed to TM from third party on the use of content and/or information listed by You.

3. SELLER ELIGIBILITY & RESPONSIBILITY

- 3.1 This Platform is open to any Malaysian citizen of 18 years of age who wish to advertise their businesses in This Platform.. This Platform is not open to those who is below the age of majority in Malaysia.
- 3.2 In order to use This Platform, You must first register an account with cari@unifi. You must at all material time only submit to us information which is accurate and true. You must also keep your information up to date by informing us of any changes on your business listing or information or upon any request by TM, by using the relevant sections in the Platform.

- 3.3 By featuring your business in This Platform, you are deemed to give your full consent to TM to market your business in This Platform.
- 3.4 You are hereby consented to receive promotional and marketing material on TM Group's products and services.
- 3.6 You shall comply with all applicable laws, regulations and our policies. In situation where the buyer or the situation require issuance of invoices for warranty/tax purposes, you shall issue a valid invoice to the buyer.
- 3.7 You shall hereby undertake to take all reasonable precautions that are deemed necessary in order to carry out ethical business activities and adhere to the terms herein and TM's business policy.
- 3.8 You shall not misuse This Platform to execute any illegal and fraudulent dealings. You shall not commit or encourage criminal offence and commit any infringement upon intellectual property rights of others. In the event where such breach of this provision occurs, TM have the rights to report such actions to the relevant authorities and/or take appropriate legal action to rectify such matters.
- 3.9 This Platform will only serve as a free listing site to advertise your businesses to the public. You shall be responsible for all matters relating but not limited to warranties, packaging, defects, miscommunication, and any other issues arising from your business.
- 3.10 You shall ensure that any information and content materials provided by you in this platform, is accurate, original, complete and are not misleading.
- 3.11 Merchant without a valid business registration number may register using Identity Card number in order to participate in This Platform. Notwithstanding, TM has the right to conduct a continuous review from time to time on the listings and may terminate the Merchant from this Platform if the Merchant is found to be not in compliance with this T&C and does not update their profile with a valid business registration number as per Clause 8 herein.

4. BUSINESS RULES

- 4.1 The advertising and listing activities shall be in accordance with Malaysia laws and regulations.
- 4.2 TM has the absolute right to stop You from continuing listing your businesses in the This Platform if You fail to comply with the terms and conditions herein. If You are found to be in breach of any of the T&C, TM shall have the rights to remove your listing from This Platform. .

- 4.3 Nothing in this T&C and the participation in this platform shall create or be deemed to create a partnership or an agency employee between You and TM.
- 4.4 This Platform does not promote, endorse or authorize any selling of counterfeit and/or fake items. By participating in This Platform, You undertake that your business do not have any connection in promoting and selling any counterfeit items. If You are found to breach this Clause 4.4, or upon receiving any complaints from third parties regards to the above, TM shall have the absolute right to take down your listing from this Platform.

5. PROHIBITION

- 5.1 You shall not advertise and/or sell any item that is restricted or prohibited by the local laws. Kindly note that This Platform function as an online marketplace that provides free listing services to SMEs and independent online sellers hence selling of illegal goods and/or services shall be prohibited at all times. Below, we have listed a non-exhaustive list of some categories of prohibited items:-
- a. Animals and wildlife creatures
 - b. Antiques and Artifacts;
 - c. Controlled medicine and prescription only;
 - d. Drugs;
 - e. Unauthorized medical devices;
 - f. Hazardous chemical substances;
 - g. Counterfeit items;
 - h. Firearms and weapons;
 - i. Stolen goods;
 - j. Controversial publications which unauthorized to be sold in Malaysia including books, films, journals, and etc;
 - k. Alcoholic drinks;
 - l. Pornographic materials;
 - m. Illegal services; and
 - n. Any other items or services that are illegal and/or prohibited by laws.

6. PERSONAL DATA & CONFIDENTIAL INFORMATION

- 6.1 You shall undertake and warrant that you will only use and process the Personal Data obtained during this business transactions only for the purpose of executing the purchase and shall not disclose it to the third party and will always comply to the requirement under the applicable personal data protection laws.
- 6.2 You are hereby undertake that You shall treat all Confidential Information of the other party (the Buyer) as confidential at all times and shall not disclose that Confidential Information to any third party. The Confidential Information obtained shall only be used for the purpose of performing the business transaction agreed between You and the buyer. Confidential Information in this context refers to the buyer's personal

information including but not limited to name, address, phone number email and any other contact information.

7. INDEMNITY

- 7.1 You agree to fully indemnify and hold TM Group of companies harmless from any third party claims, penalty, liability, damages and/or costs arising from your own misconduct and/or negligence in utilizing this platform or your breach of the terms herein.

8. TERMINATION

- 8.1 You may terminate the participation in this platform without cause by filling the termination form provided in This Platform and TM will remove you from the Platform within three (3) working days.
- 8.2 TM shall have the absolute right to terminate your participation and take down your listings from this Platform at any time on immediate basis upon receiving any complaints from third party regarding your involvement in intellectual property infringement and counterfeit items or if you are found to be guilty by any court of competent jurisdiction of such breach.

9. GOVERNING LAW

- 9.1 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. Both Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

Should you have any questions concerning this T&C, or if you desire to contact TM for further inquiries, please email us at support.cari@unifi.com.my

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