

## TERMS OF USE

This cari@unifi is a platform brought to you by Telekom Malaysia Berhad (TM) which function as free online marketplace in order to connect the consumers with Vendors. By using this website, You are deemed to have read, understood and agree to be bound by the terms and conditions herein (T&C) and further agree that any decision by TM in relation to every aspect of the plan, shall be final, binding and conclusive.

### **1. ACCEPTANCE OF TERMS**

- 1.1 The use of this platform shall be subjected to the terms and conditions (“T&C”) provided herein. By accessing and using this platform you agree to be bound by this T&C and any modifications and amendments, which may be posted by TM on the website from time to time.
- 1.2 You agree that TM may modify and amend 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 reference into the T&C. You are responsible for regularly reviewing TM’s T&C posted on TM Website. By continuing to use TM Website, you are deemed to have agreed to be bound by any modifications and amendments to this T&C.
- 1.3 “User” or “You” shall mean the eligible individuals who browse through cari@unifi website or any buyer who perform any commercial transactions with this Merchant through This Platform.

“Merchant” shall mean third party Merchant not associated with TM who sell their products and promote their businesses through cari@unifi. .

“This Platform” shall refer to cari@unifi , an ecommerce platform which provide free listing business advertising to local businesses.

“TM Service” shall mean the telecommunications and multimedia services and products provided and made available to you by TM Group.

“Products” means goods, products and/or services offered by the Seller/Vendor.

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

### **2. CARI@UNIFI**

- 2.1 TM’s role in This Platform is only to provide a free online listing services to local businesses through an ecommerce website which can connect the Merchant and the User.

- 2.2 TM do not hold any relation nor shall be associated to the Merchant listed in this Platform. TM is not a party to any business transactions entered between the Merchant and the User.
- 2.3 TM does not hold any warranty, guarantee, implied and/or express representations towards the businesses listed in This Platform. TM shall not be held liable for any loss or damage suffered by Users in purchasing the products from the Merchant.
- 2.4 Any disputes shall be resolved directly with the Merchant as TM shall not be responsible for any miscommunication, negligence, faulty or damaged goods and any other matters in relation to the transaction between the User and the Merchant through This Platform.
- 2.5 TM reserves the right to cancel, terminate and/or suspend This Platform at any time without prior notice to the Users or Merchant.
- 2.6 By using This Platform, You agree and consent for your personal data being collected, processed, stored and used by TM in accordance with TM's Privacy Notice.

### 3. USAGE AND SECURITY

- 3.1 This Platform is a public platform eligible to individuals of 18 years of age. For Users below the age of eighteen (18) years old, their usage in This Platform will be deemed as consented and monitored by their parents or guardian.
- 3.2 The User may view and scroll through the list of Merchant and their businesses on the Platform which may be access by way of unifi website ([www.unifi.com.my/ecommerce](http://www.unifi.com.my/ecommerce)) and myunifi app.
- 3.3 If You wish to make any purchase, You shall contact the Merchant directly by way of private Communication Tools that the Merchant have provided such as Whatsapp, Telegram and any contact details provided by the Merchant to place your order.
- 3.4 Your purchase shall be processed solely by the Merchant including delivery, return or exchanges whatsoever. You shall communicate and discuss the modes of delivery preferred by you with the Merchant.
- 3.5 Kindly note that TM shall not be liable for any losses, damages, miscommunication and/or misrepresentation that You may suffer from your lack of precaution in using This Platform.
- 3.6 Upon placing order with the Merchant and choose the delivery method preferable by You, You acknowledged and consented that your Personal Details such as name, contact number, residential address and etc will be shared with the Merchant and the courier services to track and deliver your order to You.

- 3.7 If You wish to cancel or terminate your orders, You shall liaise with the Merchant directly including any complaints, follow ups or feedback relating to your purchase, You shall deal with the Merchant.
- 3.8 Information on This Platform may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. TM may also make improvements and/or changes to TM Website and services, at any time without notice.
- 3.9 TM reserves the right to limit or prohibit your entry into its website in its sole discretion and shall not be liable for such limitation or prohibition.

#### **4. USER'S CONDUCT AND DUE DILIGENCE**

- 4.1 By using This Platform, You undertake that You shall carry out the necessary due diligence on the validity and legitimacy of the Merchant and the businesses that you intend to engage with.
- 4.2 You agree to be mindful and responsible for your own safety before entering into any business transactions with the Merchant . Recognising the nature of the Internet, You agree to beware of scammers, internet hackers and practice reasonable internet security measures in keeping yourself safe at all times.
- 4.3 You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through This Platform. You shall also agree to comply with all local rules regarding online conduct. Specifically, You agree to comply with all applicable local laws regarding online communication.

#### **5. INDEMNITY**

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

#### **6. WARRANTY**

- 6.1 TM gives no warranties or representations, express or implied on the services and products listed by the Merchant in This Platform and shall not be responsible for any loss suffered by you in purchasing the products from the Merchant.

#### **7. DISCLAIMER AND LIMITATION OF LIABILITY**

- 7.1 TM makes no warranty that This Platform will meet your requirement or that it will be secure, timely, uninterrupted or error free, or that any data, content, information,

software or other material accessible on or through This Platform are true, accurate, or are free of viruses or other harmful components.

- 7.2 You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data. The usage of This Platform are at your own risk and you are solely responsible for all damages resulting therefrom.
- 7.3 This Platform is not intended for "mission critical" circumstances and is provided on an "as is," where is" and "as available" basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non-infringement or implied warranties of merchantability or fitness for a particular purpose.
- 7.4 To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to negligence, shall TM be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if TM has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use This Platform or any changes to it and unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into originating from this Platform or arising in connection with the fraudulent or unlawful acts of any third party.
- 7.5 To the maximum extent permitted by applicable law, TM disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to TM Website and transactions performed through the service.
- 7.6 You specifically agree that TM is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 7.7 If you are dissatisfied with this Platform and the materials available on this Platform, or with the provisions of this T&C, you agree that your sole and exclusive remedy is to discontinue using this Platform.
- 7.8 TM will take reasonable measures to maintain the privacy and security of all private information provided by You to This Platform, but third parties (such as hackers) may breach or attempt to breach TM's security measures or may gain unauthorized access to TM database or other equipment containing your information. You agree that TM shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of This Platform or any other company equipment or user information.

## 8. GOVERNING LAW

- 8.1 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.

## 9. LINKS TO THIRD PARTY SITES

- 9.1 This Platform may contain links to third party websites ("Linked Websites") and include advertisements. You agree that Linked Websites and advertisements are necessary for TM to provide the service. Such links and advertisements are provided to you only as a convenience. TM shall not be responsible if the Linked Website is not working appropriately. TM has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or advertisement, including without limitation any link contained in a Linked Website and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.
- 9.2 Any dealings with third parties (including advertisers) over the Linked Websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that TM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from a Linked Website is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. TM has no responsibility or liability for any merchant or your relationship with such merchant.

## 10. COPYRIGHT

- 10.1 This Platform, all images, text, graphics, logos, sound, programs and any other material ("Content") found on This Platform are protected by trademark, copyright, or other intellectual property laws and international treaties. Any commercial use of This Platform and Content found on it is strictly prohibited, without TM's express and prior written consent. Any reproduction or redistribution of This Platform, and Content found on This Platform, not in accordance with the T&C herein is expressly prohibited by law, and may result in severe civil and criminal penalties.
- 10.2 Elements of This Platform, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

- 10.3 No logo, graphic, sound or image from This Platform may be copied or retransmitted unless expressly permitted by TM or the Merchant.
- 10.4 TM respects the trademark, copyrighted materials or any intellectual property (hereby collectively referred as "Intellectual Property") of others. Should you have a reason to believe that your Intellectual Property has been used by TM in a way that constitutes an infringement, and/or that your Intellectual Property rights have been otherwise violated (hereby referred as "Infringing Materials), please notify TM via an electronic mail at [tmwebmaster@tm.com.my](mailto:tmwebmaster@tm.com.my) (hereby referred as "Notice") and upon obtainment of such, TM shall remove and/or disable the access to the Infringing Materials within forty-eight (48) hours from the time of receipt of the following information:-
- a) an electronic and/or physical signature of the proprietor, owner, authorized agent and/or evidence indicating the proprietorship or ownership of the Intellectual Property;
  - b) a clear and brief description of the Infringing Materials and the Uniform Resource Locator ("URL"), with adequate details that make it able for TM to locate the whereabouts of the Infringing Materials; and
  - c) a written undertaking that you have a bona fide (good faith) belief that the use by TM is with no authorization under the law, by the proprietor, owner or authorized agent of the Intellectual Property and the information provided herein is accurate and that you are the proprietor, owner or authorized agent of the Intellectual Property.

## 11. DISCLOSURE AND CONFIDENTIALITY

- 11.1 TM reserves the right to disclose any personal information about You or your usage of This Platform without your prior permission if TM in good faith, believes that such action is necessary to:
- a) conform to legal requirements or comply with legal process;
  - b) protect and defend the rights or property of TM or its holding or affiliated company;
  - c) enforce this T&C; or
  - d) act to protect the interests of its members or others.
- 11.2 Any non-personal information or material sent to TM by You will generally NOT be treated as confidential.

## 12. GRANT OF LICENSE AND RESTRICTIONS

- 12.1 You acknowledge and agree that this Platform and any necessary software used in connection with This Platform ("the Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. TM

reserves all rights in the not expressly granted herein, including without limitation ownership and proprietary rights.

- 12.2 The Software is made available for downloading solely for use by You for your individual, non-transferable, non-exclusive and non-commercial use, use in connection with TM Service. The Software is made available solely for use by You in accordance with the terms of this T&C and the terms of any end user license agreement ("License Agreement") which accompanies or is included with the Software. You may not install or use any part of the Software unless you first agree to the terms of this T&C and any License Agreement.
- 12.3 You may not copy the Software to any other server or location for further reproduction or redistribution. You may not reverse engineer, decompile, disassemble or modify the Software, except insofar as such restriction is prohibited by law.
- 12.4 Any reproduction or redistribution of the Software not in accordance with this T&C and any License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.
- 12.5 Without limiting the provisions of Section 5 above, the Software is provided "as is," and TM hereby disclaims all warranties and conditions with regard to the Software, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### **13. TRADEMARKS AND THIRD PARTY MATERIALS**

- 13.1 TM reserves all rights in its corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively "Marks") and nothing in this T&C grants you the license to use such Marks. Additionally, other marks which appear on this site may be marks of third parties that are not affiliated with TM. TM and TM Group do not control or endorse the content of third party websites.

### **14. USER GENERATED CONTENT**

- 14.1 As a User to This Platform, You may be allowed to post any User Generated Content ("User Content") and You agree, by submitting your contribution, you grant TM Group 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.

- 14.2 You also hereby grant other user of This Platform a non-exclusive license to access your User Content through the access and/or use of this Platform, and to use such User Content only as permitted through the functionality of it.
- 14.3 You understand and agree that TM may retain and store, but not display, distribute, or perform, server copies of User Content that has been removed or deleted. The above licenses granted to TM, by You in User Content is irrevocable.
- 14.4 Further to the foregoing paragraph, by submitting your User Content to us, You hereby warrant that:-
- a) your User 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 Content to enable TM to use of the User 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 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 Content does not infringe the law;
  - d) You shall be solely responsible for your own User 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 Content for the purposes of its submission to and publication in TM Website and the purposes specified above.
- 14.5 You understand that whether or not such User Content is posted, TM does not guarantee any confidentiality with respect to any User Content. TM does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Content upon notification that such Content or User Content infringes on another's Intellectual Property Rights. We further reserve the right to remove any Content or User Content without prior notice.
- 14.6 You understand and agree that we may review and delete any User Content that you posted at any time without notice, without liability and for any reason whatsoever, especially if you breach the terms and conditions herein.
- 14.7 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against You for the User Content especially if it violates TM policy and report you to the Appropriate Authority.



- 14.8 User Disputes. You are solely responsible for your interactions with other user. TM reserve the right, although with 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 TM service agreements, including terminating your TM account.

## 15. GENERAL

- 15.1 This T&C contain the entire understanding between the parties hereto with respect to This Platform, and supersedes all previous oral or written agreements or understandings between You and TM, and no advice or information, whether oral or written, obtained by You from this Website (whether before or after the date You accept this T&C) shall create any obligation or warranty on the part of TM not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by TM Group, third party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this T&C.
- 15.2 TM's performance of this T&C is subject to existing laws and legal process, and nothing contained in this T&C is in derogation of TM's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of TM Website or information provided to or gathered by TM with respect to such use.
- 15.3 If any provision of this T&C is held invalid, the remainder of this T&C will continue in full force and effect, and if any provision(s) of the T&C is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. This T&C shall not be construed against any party as the principal draftsman hereof. A printed version of this T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.
- 15.4 TM's failure to insist upon or enforce strict performance of any provision of this T&C shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by TM in writing.
- 15.5 Notices to You shall not be modified, except by an express modification by TM as described herein and may be made via email or regular mail or by displaying notices or links to You on This Platform.
- 15.6 You may not assert any claim against TM in connection with This Platform unless You have given TM written notice of the claim within fourteen (14) days after you knew 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 This Platform must be initiated within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

15.7 TM may assign its rights and duties under this T&C to any party at any time without notice to You and this T&C shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

Should you have any questions concerning this T&C, or if you desire to contact TM for further inquiries, please email us at [unifidigital\\_ops@webe.com.my](mailto:unifidigital_ops@webe.com.my)

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