

Unifi Cloud Storage Terms & Conditions

Thank you for choosing Unifi.

These Terms and Conditions is incorporated and forms part of Unifi Cloud Storage ("Service") terms of use, thus binding on you. Kindly read the terms carefully before subscribing the Service. By subscribing the Service, you acknowledge and agree that you have read, understood and agree to be bound by the terms herein ("Agreement"). All of the terms and conditions shall govern the access and use of the Service.

1. GENERAL

- 1.1 Unifi Cloud Storage is an online cloud storage solution ("Service") offered for subscription by TM Technology Services Sdn Bhd ("TM") with the aim to help Small Medium Enterprise (SME) manage its data digitally by enabling users access anywhere, anytime with the flexibility of cloud storage size and taking charge on user access at the comfort of your own time.
- 1.2 The Service is eligible to existing TM SME connectivity or non-connectivity customers ("Customer").
- 1.3 TM SME connectivity refers to existing TM SME customers with subscription of Unifi Biz/Biz Broadband/Unifi Mobile Biz/telephony services.
- 1.4 Cloud Connect Sdn. Bhd. (also known as Cloud Connect) as the official TM partner in providing the Service provides the Service.
- 1.5 By subscribing to the Service as a standalone business solution, Customer hereby agrees with the Service order processing days as advice by TM from time to time.
- 1.6 TM reserves the right to withdraw, cancel, suspend, extend or terminate the Service offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice to Customers.

2. THE SERVICE

- 2.1 The Service is eligible for subscription to SME with active business registration under Suruhanjaya Syarikat Malaysia (SSM).
- 2.2 There are seven (7) plans offered under the Unifi Cloud Storage by TM:

Unifi Cloud Storage Plan		Storage size	No. of user(s)
Freemium plan (free trial)		15GB	1
Premium Plans	Premium Basic	500GB	2
	Premium Standard	1.5TB	3
	Premium Advance	3TB	5
	Premium Enterprise	5TB	10
	Add-On User	-	5 / 10 / 15
	Add On Storage	1TB / 2TB / 3TB	-

- 2.3 Each Customer is eligible to subscribe to only one (1) Freemium plan. However, the Customer may opt to subscribe to multiple subscription for Premium Plan(s) and/or Add On.
- 2.4 The Freemium plan offers one (1) month free access to the Service at no charge to Customer. Upon the expiry of the Freemium plan, Customer's access will be automatically terminated unless the Customer subscribe to any of the Premium Plan and continue access to the data that has been uploaded earlier. Should the Premium Plan subscription be made after the end of the Freemium plan, all stored data will not be accessible or be retrieved. Customer is solely responsible to ensure all stored data transferred and backup accordingly.
- 2.5 All Premium Plans are subject to twelve (12) months Minimum Subscription Period (MSP) effective from the date of activation of the Unifi Cloud Storage ("Subscription Period").
- 2.6 Main features of the Service are as per the following summary table:

Key Features	Details of Features
Client Access	Mobile app supported
	Desktop client
	Browser
File storage	Upload sync
	Multiple versions
	Comments and tags
	Large files
File & Folder sharing	Share via user, email link
	Password protection
	View and upload
Media control	PDF viewer
	Photo gallery
	Storage quota per user
	File access control
	Activity tracking for files
Security	Remove wipe
	Virus scan
	Storage encryption
	End-to-end encryption

- 2.7 Each Service comes with a license access ID using Customer's registered email address upon registration. Customer hereby agrees to provide valid email address upon registration which will be used as permanent username to access Customer dashboard via [Unifi Cloud Storage portal](#).
- 2.8 The email address use to register for the Service is fix, any alteration of email after registration has been completed is strictly prohibited and Customer has a duty to provide the correct and genuine email address during registration.
- 2.9 The access to the Service is granted on a non-exclusive, non-transferable and solely for Customers' own use and/or business purposes only.
- 2.10 Customer can upgrade from Unifi Cloud Storage Freemium to Premium plan at any time within the one (1) month free trial period. Email notifications to inform

on expiry date will be sent seven (7) days prior to expiry of the free trial and on the expiry date.

- 2.11 Customer can opt not to upgrade from Freemium to any of the Premium Plans, however the data will only be kept for next fourteen (14) days only, failing to perform necessary back up will cause the data to be permanently deleted.
- 2.12 For now, Customer only can subscribe to the Service via [Unifi portal online registration](#) for new Service subscription and via [Unifi Cloud Storage portal](#) for modify subscription plan (upgrade/downgrade, Meanwhile for termination, customer is advised to contact Unifi Contact Centre or visit the nearest Unifi Store for assistance.

3. SERVICE ACTIVATION & AFTER SALES SERVICE

- 3.1 Upon registration, a temporary first-time password and username will be generated from noreply@cloudstorage.unifi.com.my where Customer is advise to change the password immediately for security purposes. Customer is responsible to assign a safe and secure password associated to the Service.
- 3.2 The Service is accessible by log-in to the [Unifi cloud storage portal](#). Other than to enjoy the storage services, Customer able to manage any post license activation services such as change of subscription plan, reset password and termination of the Service.
- 3.3 Customer agrees that notwithstanding TM's acceptance of Customer's application and/or registration of the Service, the Customer hereby consents TM to perform credit or other worthiness check on the Customer and if, in the reasonable opinion of TM, the Customer may not likely be able to perform his obligations under the terms herein, TM may cancel or suspend or terminate the Customer's subscription.
- 3.4 For any after sales support with regards to the Service, Customer is advised to contact TM Contact Centre. In special circumstances, TM Contact Centre will escalate Customer issues and/or complaints to Cloud Connect for technical support.

4. CHARGES, PAYMENT, BILLING & CREDIT LIMIT

- 4.1 The Service subscription charges/fees shall be as per below:

Unifi Cloud Storage	TM Customer (RM)	Non TM customer (RM)
Freemium (1 month free trial)	Free Of Charge	
Premium Basic	9 / month	10 / month
Premium Standard	31.50 / month	35 / month
Premium Advance	52 / month	65 / month
Premium Enterprise	94.40 / month	118 / month
Add On User (5 no of users)	10 / month	
Add On Storage (1TB)	25 / month	

- 4.2 The monthly subscription fee for the Service will be reflected in the bill issued by TM.

- 4.3 The Premium plan subscription via TM is only available on monthly subscription and is not available for one-time use/charge.
- 4.4 Customer agrees that TM at its discretion may implement credit limit to Customer's usage of the Service. The Customer further acknowledges that TM may suspend the Customer's usage of the Service once the credit usage has reached or exceeds its limit. The Customer further understands that the credit limit as may be imposed by TM may vary with each customer. The prevailing credit limit (if any) shall be specified in the bill.
- 4.5 The Customer shall be responsible to observe the credit limit as imposed and TM shall not in any way be responsible in ensuring that the Customer's usage of the Service does not exceed the credit limit.
- 4.6 Notwithstanding the implementation of the credit limit, the Customer acknowledges that TM may, at its absolute discretion suspend the availability of or terminate the Unifi Service in the event of (i) failure by the Customer to pay any outstanding sum for the Service as and when it falls due or has exceed its credit limit, or (ii) for failure by the Customer to pay any outstanding amount of subscription fee or charges subscribed by the Customer or (iii) fraud

5. TRANSFER OF SERVICE

- 5.1 The Service is strictly not transferable to third party.

6. CHANGE OF PLAN WITHIN SERVICE SUBSCRIPTION

- 6.1 For any change of plan (upgrade/downgrade) of the Service subscription within the MSP, Customer will not be charged with early termination charges for the remaining months' balance for the previous plan.
- 6.2 The new plan of the Service will be charged accordingly upon activation and is subject to a new MSP of twelve (12) months.
- 6.3 If Customer change the plan of the Service after the completion of MSP, no early termination charges for the previous plan will be applicable.
- 6.4 Customer hereby agrees for any subscription (new/change of plan) of the Premium plan, TM will charge full monthly amount of total subscription plan and any pro-rate charges for the month.

7. SUSPENSION AND RECONNECTION OF SERVICE

- 7.1 Without prejudice to any other rights of TM, the Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Service and/or place the Customer on TM's blacklist in the event of failure by the Customer to pay any outstanding amount for the Service.
- 7.2 Suspension of the Service as a result of breach by the Customer or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously charge the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental

charges incurred during the period of suspension and the Customer agrees to pay TM the aforesaid payment when it becomes due.

- 7.3 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM of any previous breach by the Customer, TM may, without prior notice, suspend the Service for a period determined by TM in its sole discretion for any reason whatsoever and/or, in the event that:
- (i) any Fees and/or payment due hereunder for the Service provided is not settled in full on due date;
 - (ii) there is outstanding fee and/or payment due from Customer;
 - (iii) the Customer fails to comply with the terms of this Agreement;
 - (iv) the Customer has committed any action that falls within the prohibited use as stated in this Agreement;
 - (v) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of Cloud Connect systems/platform/server; or
 - (vi) fraud.

In the event of any suspension of the Service by TM in accordance with Clause 7.3(i) and Clause 7.3(ii), TM may, if it deems appropriate at its sole discretion and upon such terms, impose a reconnection fee to reactivate the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended.

8. CANCELLATION AND TERMINATION OF SERVICE

- 8.1 Cancellation or termination of the Service can be done by the Customer at any time within or after the completion of the MSP via Customer dashboard in [Unifi cloud storage portal](#).
- 8.2 For any early termination within the MSP, early termination charges based on remaining months balance of the Service shall be applicable. The early termination charges shall be reflected in TM bill.
- 8.3 Customer with TM connectivity services (Unifi Biz/ Biz Broadband, Unifi Mobile Biz/telephony) can opt to terminate the connectivity service and remain with Unifi Cloud Storage subscription.
- 8.4 Notwithstanding to the above, TM reserve the right to terminate the Service in the event of discovery of fraud, investigation by legislation authority or enforcement body, prolonged suspension or any reasons TM deems fit.
- 8.5 Upon termination of the Services, Customer is required to download all the data within fourteen (14) days from successful termination. Failure of Customer to download the data, perform backup or delete the data, TM shall at all times cannot be held responsible for any loss or damaged that you or any third parties might sustain as a result of the termination of the Service(s).

9. SECURITY AND OTHER FEATURES

- 9.1 The Customer shall be responsible for the safety, security and maintaining the confidentiality of his passwords and/or user identification/username if any, (including without limitation changing his passwords or user

identification/username from time to time) and shall not reveal the same to any other person. Where user identification/username is necessary to access the Service, the Customer shall use only his user identification. TM disclaims any liability for any unauthorized use by any third party of any password or user identification of the Customer.

- 9.2 The Customer shall be responsible for all transactions and access to the Service using the user identification/username or password by any third party and TM shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

10. FORCE MAJEURE

- 10.1 For the purposes of this terms and conditions, Force Majeure Event is understood as any event occurring that is beyond the predictability and control of a Party, directly affecting the performance of its obligations of this Agreement, including, but not limited to, Acts of God such as inclement weather, lightning or subsidence or any other natural disaster, insurrection of civil disorder, terrorism attack, war or military operations, national or local emergency, declaration of sporadic, endemic, epidemic or pandemic of disease by the authority or other competent authority, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind, electricity or power failure, cable cut , fire, explosion, flood, acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control. The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days' notice to the other party, in the event that the Force Majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.

11. INDEMNITY

- 11.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Unifi Service and/or equipment under and pursuant to this terms and conditions and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

12. LIMITATION OF LIABILITY

- 12.1 The Service is provided on "best effort" basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy, availability, stability or accessibility of the Service including access to any online sites or destination or domain.
- 12.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses,

demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Service. TM's liability (if any) is limited to restoring the Service but subject always to technical limitations or other limitations beyond TM's control and if necessary.

- 12.3 TM shall not be liable in the event that the Customer's own equipment and/or other devices are damaged due to Force Majeure Event. TM shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the Service particulars unless due to gross negligence or willful default of TM.
- 12.4 While every care is taken by TM in the provision of the Unifi Service, TM shall not be liable for any loss of information or data howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service unless due to gross negligence or willful default of TM.

13. SECURITY OF INFORMATION

- 13.1 Within the scope of this Agreement, "Confidential Information" means information, documents, data formed, arising from the process of negotiating, signing and implementing this Agreement, including but not limited to information provided by one Party to the other Party in the form of written documents, electronic data messages or any other forms in accordance with the provisions of law and the Agreement of the two Parties.
- 13.2 The Party Receiving Confidential Information ("Receiving Party") shall not use Confidential Information of the Disclosing Party ("Disclosure Party") for any purpose not expressly set forth in this Agreement unless This Agreement authorizes the disclosure of Confidential Information of the Disclosing Party to employees and contractors or employees of the Company of the Receiving Party, who need to know the Confidential Information for the purposes of the performance of this Agreement; Recipients are hereby also obligated to keep Confidential Information confidential as is the obligation of the Recipient. The Receiving Party undertakes to make every effort to protect the Confidential Information as if it were the Recipient's own information.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 TM is the legal owner of the Service and software described for this Service in accordance with the Malaysian laws and regulations and does not infringe the intellectual property rights of any other organization or individual.
- 14.2 The website and all its content for the Service, including but not limited to the text, design, graphics, interface, images, code, are copyrighted by TM or a third party licensed to us. Any content on this website including trademarks, trade names, company or product logos, product designs, etc., are owned by TM and are protected under the provisions of the Malaysian intellectual property law and related documents.
- 14.3 Any act of copying, quoting, modifying, distributing, publishing, circulating, etc. for commercial purposes in any form without the prior written consent of TM is

an infringement of our rights. TM reserves the right to request the user to terminate the use and compensate for any damages (if any).

15. GOVERNING LAW AND JURISDICTION

15.1 This Service are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall subject to the exclusive jurisdiction of the courts in Malaysia.

16. PROHIBITED USE

16.1 The Customer shall:

- (i) not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- (ii) not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- (iii) not share the Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed;
- (iv) not resell or sublet the Service to any third parties;
- (v) not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other customers or efficiency or security as a whole.

16.2 TM reserves the right to suspend the Customer's access to Service or to terminate the Service if the Customer is found to have committed any action that falls within the prohibited use mentioned in this Clause 10 and TM shall not be liable for any cost or loss incurred by the Customer due to such suspension or termination.

17. CONTACT INFORMATION

17.1 For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, you may reach out to us via myUnifi App /Unifi Portal or email to help@tm.com.my.

Customer agrees to have read, understand & agreed to be bound by the Terms & Conditions of this Unifi Cloud Storage & [TM Privacy Notice](#)

[End of Terms and Conditions]