

Kaspersky Small Office Security Terms & Conditions

Thank you for choosing Unifi.

These Terms and Conditions is incorporated and forms part of Kaspersky Small Office Security ("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.

Disclaimer: *Kaspersky Small Office Security Terms & Conditions and [End User License Agreement](#) & [Kaspersky Terms of Use](#) are applicable for Kaspersky Small Office Security subscription.*

1. GENERAL

- 1.1 Kaspersky Small Office Security is an end-point security solution ("Service") offered for subscription by Telekom Malaysia Berhad ("TM") with the aim to help Small Medium Enterprise (SME) detect, prevent and respond to cybersecurity threats.
- 1.2 Each Service comes with a license from Kaspersky, subject to the terms and conditions contained herein. The license is granted on a non-exclusive, non-transferable and solely for Customer's own use and business purposes only.
- 1.3 The Service is eligible to existing TM connectivity or non-connectivity business customers ("Customer"). For the avoidance of doubt, any Micro Small Medium Enterprise (MSME) with a valid Business Registration Number (BRN) registered with Suruhanjaya Syarikat Malaysia (SSM) and/or local council can subscribe to Kaspersky Small Office Security. For the MSME without a valid BRN may subscribe to Kaspersky Small Office Security by registering with a valid director's NRIC/Passport.
- 1.4 The Service is provided by Kaspersky with the support from Gogopass Asia Sdn Bhd ("Gogopass") as the official TM's partner in providing the license. For avoidance of doubt, Gogopass is the authorized distributor of Kaspersky.
- 1.5 By subscribing to the Service as a standalone business solution, Customer hereby agrees on the Service order processing days as advise by TM from time to time.
- 1.6 By subscribing to the Service, Customer is deemed to accept, acknowledge and agree with the terms and conditions as stipulated in [End User License Agreement](#) & [Kaspersky Terms of Use](#) .
- 1.7 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 There are three (3) plans of Kaspersky offered by TM namely - Kaspersky Small Office Security Starter, Standard & Professional

| Package Plan | Desktop License | Mobile License | Password Manager | File Server License | Monthly Subscription Price |
|---------------------------------|-----------------|----------------|------------------|---------------------|----------------------------|
| Kaspersky Small Office Security | | | | | |
| Professional | 50 | 50 | 50 | 3 | RM 200 |
| Standard | 25 | 25 | 25 | 2 | RM 125 |
| Starter | 5 | 5 | 5 | 1 | RM 30 |

- 2.2 Each Customer is eligible to subscribe to multiple subscription of Kaspersky Small Office Security package plan ("Package Plan"), up to 100 of combination Package Plans (Starter, Standard, Professional).
- 2.3 The Package Plan are subject to twelve (12) months Minimum Subscription Period (MSP) effective starting from the date of activation ("Subscription Period").
- 2.4 Each Service comes with a license from Kaspersky, subject to the terms and conditions contained herein. The access is granted on a non-exclusive, non-transferable and solely for Customers' own use and business purposes only.
- 2.5 The license can be transferred from one device to another device within the maximum number allowed under the Device Coverage limits for each Package Plan subscription.
- 2.6 Customer hereby agrees to provide valid email address which will be used as username upon registration to access Kaspersky Small Office Security Management Console ("Customer Dashboard").
- 2.7 In serving the MSP, Customer may opt to change (upgrade/downgrade) Package Plan subscription to other plans at any time. However, any request for change of plan will result to the refresh of MSP for the period of twelve (12) months starting from the effective date of the new plan.
- 2.8 Customer can subscribe to the Service via TMpoint, TM Direct Sales / SME Consultants, *TM Authorised Dealers / Resellers, Unifi Contact Centre and Unifi portal online subscription.

**Disclaimer: Subscription via TM Authorised Dealers / Resellers will only be available from July 2022 onward.*

3. SERVICE ACTIVATION & AFTER SALES SERVICE

- 3.1 Upon registration, Customer will be notified on license activation via email by Gogopass via no-reply@kasperskymy.com
- 3.2 Customer is advised to download the Kaspersky desktop app for the purpose of license activation. In order to ensure the security of the license, it is recommended for the Customer to create an account at [Kaspersky Small Office Security portal](#) and add the activation code to the Customer's account.

- 3.3 The Service is accessible by log-in to Customer Dashboard in order to manage license activation services.
- 3.4 Customer agrees that notwithstanding TM's acceptance of Customer's application and/or registration of the Service, the Customer hereby consents to and allows 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.
- 3.5 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 Gogopass for technical support.

4. CHARGES, PAYMENT, BILLING & CREDIT LIMIT

- 4.1 The Package Plan monthly subscription charges/fees shall be as per below:

| Kaspersky Small Office Security | Monthly Subscription |
|--|-----------------------------|
| Professional | RM 200 |
| Standard | RM 125 |
| Starter | RM 30 |

- 4.2 The monthly subscription fee for the Service subscribed will be reflected in the bill issued by TM.
- 4.3 Customer hereby agrees for any subscription (new/change plan) of the Package Plan, TM will charge full monthly amount of total subscription plan and any pro-rate charges for the month.
- 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 Package Plan 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 Package Plan will be charged accordingly upon activation and is subject to a new MSP of twelve (12) months.
- 6.3 If Customer change the Package Plan after the completion of MSP, no early termination charges for the previous plan will be applicable.

**Disclaimer: Change plan (upgrade/downgrade) will be available from June 2022 onwards*

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 by the Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to bill 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 payment 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 Gogopass & Kaspersky 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, as it deems proper impose fee to reconnect 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 nationwide TMpoint outlets and TM Contact Centre.
- 8.2 For any early termination within the MSP, early termination charges based on remaining months balance of the Package Plan shall be applicable. The early termination charges shall be reflected in TM Solution 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 Service as a standalone 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, or any reasons TM deems fit.

**Disclaimer: Termination of Package Plan will be available from July 2022 onwards*

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 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.
- 12.5 Notwithstanding anything to the contrary in this Clause 12.5, TM shall not be responsible or liable for any error, loss, malfunction, shortage, delay or discrepancy in, damage to, or loss or destruction of Kaspersky software and

systems. Customer is advised to perform periodical backup and necessary maintenance to prevent any loss or damage while subscribing to the Service.

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
- 13.3 Information as if it were the Recipient's own information.

14. GOVERNING LAW AND JURISDICTION

- 14.1 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.

15. PROHIBITED USE

- 15.1 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.
- 15.2 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.

16. CONTACT INFORMATION

- 16.1 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 Kaspersky Small Office Security & [TM Privacy Notice](#)

[End of Terms and Conditions]