

## MICROSOFT 365 BUSINESS TERMS & CONDITIONS

Thank you for choosing unifi Biz.

These Terms and Conditions is incorporated and forms part of Microsoft 365 Business ("Service") terms of use, thus binding on you. Kindly read the agreement 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 stated below will be applicable to all the unifi service(s) subscribed by you in regards to the Microsoft 365 Business.

**Disclaimer:** Microsoft 365 Business Terms & Conditions and [Microsoft Customer Agreement](#) are applicable for Microsoft 365 Business add-on subscription of unifi biz/Biz Broadband

### 1. GENERAL

- 1.1 Microsoft 365 Business is a service ("Service") offered for subscription by Telekom Malaysia Berhad ("TM") with the aim to help unifi biz/Biz Broadband subscribers to improve their business productivity.
- 1.2 Each Service comes with a license from Microsoft, 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 new or existing unifi biz/Biz Broadband Customers.
- 1.4 The Service is provided by Microsoft with the support from Ingram Micro Malaysia ("Ingram Micro") as the official TM's partner in providing the license. For avoidance of doubt, Ingram Micro is the authorized distributor of Microsoft.
- 1.5 By subscribing to the Service as add-on to unifi biz/Biz Broadband 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 Microsoft Customer Agreement (MCA) via [Microsoft Customer Agreement](#) for Customer's reference and perusal.
- 1.7 All other existing General terms and conditions for unifi Biz & Business Broadband and Campaign terms and conditions shall continue to apply.
- 1.8 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 Customer.

### 2. THE SERVICE

- 2.1 There are four (4) plans of Microsoft 365 Business offered by TM namely - Microsoft 365 Basic, Microsoft 365 Apps for Business, Microsoft 365 Standard and Microsoft 365 Premium.

- 2.2 This Service is subject to twelve (12) months Minimum Subscription Period (MSP) effective starting from the date of activation of the Microsoft 365 Business license (“Subscription Period”).
- 2.3 The Service can serve up to three hundred (300) number of Users / Licenses per business organization.
- 2.4 Microsoft 365 Office Applications (desktop version) can be installed up to maximum number of fifteen (15) devices concurrently, as per below: -
- a) five (5) mobiles;
  - b) five (5) tablets; and
  - c) five (5) PC/Macs per User / License
- 2.4 Customer hereby agrees to provide three (3) preferred Domain ID to TM representative for the purpose of Service order processing. The preferred Domain ID is only confirmed after Microsoft 365 order is successfully created. In the event where the all three (3) preferred Domain ID given by Customers are unavailable for registration, TM representative will contact the Customer to get a new Domain ID for order registration purposes.
- 2.5 In serving the MSP, Customer may opt to change plan of the Service to other plans within Microsoft 365 Business plans. However, the change of plan is subjected to early termination charges for the previous plan and contract refresh of twelve (12) months for the new plan.
- 2.7 Customer can subscribe to the Service as add-on through TM’s registration channels namely, TMpoint outlets nationwide, TM Authorized Resellers, online registration, TM Contact Centre and myunifi app.
- 2.8 Customer will have an option to add up to maximum of five (5) Microsoft 365 Business Service (subject to availability of Customer’s current unifi subscription) in one unifi service ID, depending on existing add-on services already subscribed.
- 2.9 For new Biz Broadband/ unifi Biz Customers, order processing for Microsoft 365 Business will begin after unifi biz/Biz Broadband installation is completed.

### **3. LICENSE ACTIVATION & AFTER SALES SERVICE**

- 3.1 First time license activation can be performed at Microsoft Admin Centre at [Microsoft Admin Center](#) and proceed with the following steps: -
- a) Sign in to the Microsoft Admin Centre using e-mail `admin@domainID.onmicrosoft.com`
  - b) Click at “Admin” tab
  - c) Click at “User” tab
  - d) Select “Active Users”
  - e) From active user page, select “Add a User”
  - f) Click at “Basics” and fill in basic information (name, password)
  - g) Click Next”
  - h) In “Product licenses” page, check option of “Assign user a product license” and Tick at “Microsoft Team Commercial Cloud”
  - i) System will display “Review and Finish” page for any editing

- j) Click "Finish Adding"
  - k) System will display "A B added to active users"
  - l) Click "Close"
  - m) System will display "Active users" page
- 3.2 Customer is advised to proceed log-in to [Microsoft Admin Center](#) for any post license activation services such as addition or removal of users in the organization, change licenses, reset password and etc.
- 3.3 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 Ingram Micro for technical support.

#### 4. CHARGES, PAYMENT & BILLING

- 4.1 The promotional price for the monthly subscription fee for the Service shall be as per below: -

<b>Microsoft 365 Business Plans</b>	<b>TM Promotional Monthly Subscription (RM)*</b>	<b>Monthly Retail Price (RM)</b>
Microsoft 365 Business Basic	15	22
Microsoft 365 Business Apps for Business	34	35
Microsoft 365 Business Standard	42	55
Microsoft 365 Business Premium	83	86

*\*Disclaimer: Prices shown is as at May 2021 and is subject to change from time to time in accordance with the prevailing currency exchange rate (USD)*

- 4.2 The monthly subscription fee for the Service subscribed will be reflected in unifi biz/Biz Broadband monthly bill.
- 4.3 The Service subscription via TM is only available for twelve (12) months period of monthly subscription and is not available for one-time charge.
- 4.4 Customer hereby agrees for any subscription (new/change plan) of Microsoft 365 Business plan, TM will charge full monthly amount of total subscription plan without any pro-rate according to unifi Billing Period date

#### 5. RELOCATION OF SERVICE ADDRESS & TRANSFER OWNER

- 5.1 For any relocation of unifi biz/Biz Broadband service, Microsoft 365 Business subscription will continue despite the change to new address.
- 5.2 Microsoft 365 Business is strictly not transferable to the new owner. In the event of unifi biz/Biz Broadband transfer to new owner, the original Customer is

responsible to pay for the remaining months charges of Microsoft 365 Business subscription until the end of MSP.

## **6. CHANGE PLAN WITHIN SERVICE SUBSCRIPTION**

- 6.1 For any change of plan of the subscribed Service within the MSP, Customer will be charged with early termination charges of remaining months balance for the previous plan. By changing the plan, Customer hereby agrees to the terms and conditions for the early termination charges.
- 6.2 The new plan of the Service will be charged accordingly and is subject to contract refresh of twelve (12) months.
- 6.3 If Customer change the plan of the subscribed Service after the completion of MSP, no early termination charges for the previous plan will be applicable.

## **7. CANCELLATION AND TERMINATION OF SERVICE**

- 7.1 Cancellation or termination of the Service can be done by the Customer at any time within or after the completion of the MSP.
- 7.2 For any early termination within the MSP, early termination charges based on remaining months balance of the Service shall be applicable.
- 7.3 If the Customer terminate their subscription to the unifi Biz/ Biz Broadband, early termination charges of the Service shall also apply and will be calculated based on the remaining months balance of the Service.
- 7.4 The early termination charges shall be reflected in TM bill.
- 7.5 These Cancellation & Termination of Service terms supersede Microsoft Customer Agreement's clause on Term and Termination (sub-clause (b) & (c)).

Customer agrees to have read, understand & agreed to be bound by the Terms & Conditions of this Microsoft 365 Business, [TM Privacy Notice](#) & [Microsoft Customer Agreement](#).

*[End of Terms and Conditions]*