



UNIFI MOBILE CONSUMER TERMS AND CONDITIONS FOR MOBILE SERVICE

2018 08 28

Thank you for choosing the Service.

These T&C is incorporated and forms part of unifi mobile Terms of Use, thus binding on you. Your agreement with us is, therefore, made up of: (a) unifi mobile Terms of Use, (b) these T&C, (c) your Application, and (d) Specific Terms (collectively known as “Agreement”).

PLEASE READ THE AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE SERVICE. BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT IN ITS ENTIRETY, YOU SHOULD NOT SUBSCRIBE THE SERVICE. IF YOU HAVE SUBSCRIBED, WE ADVISE YOU TO TERMINATE THE SERVICE IMMEDIATELY AND CEASE ALL YOUR USE OF IT.

1. WHAT THESE WORDS MEAN IN THE AGREEMENT

1.1 Definitions

Generally, all the capitalized words in these T&C will have the same meaning ascribed in unifi mobile Terms of Use, you can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of these T&C. In such a case, you can rely on the definitions provided in these T&C:-

"Activate/ Activated/Activation"	means the process of activating the SIM Card so that you can use the Service.
"Activation Date"	means the grace period in which the SIM Card must be Activated, as may be specified in the Specific Term.
"Add-Ons"	means the services you may wish to purchase , such as Roaming, IDD calls & SMS, call & SMS, internet data, Value-Added Service and/or any third party goods and/or services.
"Allowance"	means the available allowance for call minutes, internet data, and SMS which is reflected in your Account.
"Application"	means the application you made via any of the Platform, requesting us to supply you with the Service.

"Card"	means credit card or debit card issued by a financial institution.
"Credit/Credited"	means the Reload is successfully credited into your Account.
"Deemed Activation Date"	means the day after the expiry of the Activation Date, whether or not you are using the Service.
Interrupt/ Interruption/Interrupted"	means a delay in supplying or a failure to supply or an error or defect in the supply to the extent that the Service is rendered unavailable or unusable, whether that occurs before or after the Service Commencement Date.
"Mobile Phone"	means any certified smart phone which support Band 5 with computer feature which is a SIM Card base. For clarity, it does not include any wireless computing device such as a tablet.
"Mobile Number"	means the mobile prefix and the unique seven (7) or eight (8) digit telephone number that is assigned to us by the Appropriate Authority which we then license to you for your use.
"Network"	means any interconnected telecommunications equipment, facilities, or cabling to enable the provision of Service to you.
"Personal Data"	shall have the same meaning as in the Personal Data Protection Act 2010.
"Promotion"	means a special promotion made by us in connection with the Service during the promotional period.
"Reload"	means adding additional credit to your Account.
"Roaming/Roam"	means the ability to use the Network of overseas mobile carriers when travelling overseas.
"Service"	means the Mobile Service, VAS and/or any ancillary services.
"Service Commencement Date"	means either on the Service Start Date, the Activation Date or the Deemed Activation Date, whichever applicable.
"Service Start Date"	for the Service means the date on which we start supplying that Service to you and is ready and available for your use, whether or

	not you are using it.
"SIM Card"	means the microprocessor card bearing a unique Mobile Number programmed to allow a Mobile Phone to access the Service.
"Specific Terms"	means the Specific Terms: unifi mobile Service For Consumer which details out the prevailing rates and charges for the use of the Service and all other terms specifically relating to the Service.
"Starter Pack"	means the pack sold by us containing the SIM Card together with initial Allowance of Malaysia call minutes, internet data, and SMS.
"Terminate/ Terminated/ Terminate the Service"/"Termination of the Service"	means the Service is cancelled and the Agreement is terminated.
"T&C"	means unifi mobile Consumer Terms and Conditions for Mobile Service.
"Unusually High Use"	means high out of pattern usage of the Service on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar plan or who have accepted a similar Promotion.
"Validity Period"	means the number of days in which the SIM Card will remain active, as may be specified in the Specific Terms.
"you" or "your" or "Consumer"	means a person who acquires and uses the Service for personal, domestic or household use only. Where the context permits, the term "you", "your" or "Consumer" includes "the Other User".

2. YOUR APPLICATION

2.1 When you make an Application, you are requesting us to supply the Service to you. We have the absolute discretion to accept and/or reject your Application and/or refuse the provision of Service to you. Our decision is conclusive and binding on you and you have no right to question our decision.

2.2 When you provide us with your Personal Data, we will use and process it in accordance with our Privacy Statement. If you provide us with Personal Data of any other person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Statement. You further agree that you will inform such person of the terms and conditions of this Agreement.

3. PARENTAL AUTHORITY

3.1 WE WILL CONTRACT WITH YOU ONLY IF YOU ARE 12 YEARS OLD AND ABOVE.

4. TERM, COMMENCEMENT OF SERVICE, AND PRIORITIZATION OF DOCUMENTS

4.1 When does the Agreement starts

The Agreement starts when any of the following events occur, whichever is earlier, and it shall continue to apply until Terminated in accordance with the Agreement:

- a. once the Application has been approved by us,
- b. when your Account is first Credited,
- c. from the Service Commencement Date, or
- d. when you first use the Service.

4.2 Commencement of Service

We will supply the Service to you under the Agreement from the Service Start Date. If you are required to Activate the Service, you must do so within the Activation Date, otherwise it shall be deemed to have been Activated on the Deemed Activation Date.

4.3 What happens if there is an inconsistency between the different parts of the Agreement?

In the even there is any conflict or inconsistency between the Application, these T&C, the Specific Terms, and the unifi mobile Terms of Use, the following order of precedence shall apply:-

- a. Specific Terms (highest precedence);
- b. these T&C; and
- c. unifi mobile Terms of Use.

5. ABOUT THE MOBILE PHONE, SIM CARD AND MOBILE NUMBER

5.1 What are your responsibilities in relation to the Mobile Phone?

You must ensure that all Mobile Phone you use in connection with the Service is compatible with our Network (certified smart phone which support Band 5) and will not potentially harm our Network and/or our supplier's Network.

5.2 Lost or stolen Mobile Phone or SIM Card

- a. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. We will not be held responsible if your Credit has been used to purchase any Add-On and/or the Allowance has been utilised.**
- b. You are responsible for all lost or stolen of Mobile Phone and/or SIM Card.**

5.3 Who owns the Sim Card?

- a. The Sim Card and all the Intellectual Property Rights, technology, software in the SIM Card, and documentation relating to it either belongs to us or it is the property of its applicable licensor. We merely grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable licence to use the SIM Card in accordance with these T&C.**
- b. You agree to take reasonable care of the SIM Card, and agree that if you fail to do so you will be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.**
- c. You also agree not to interfere or impair the operation of the SIM Card and you will not in any event or circumstances duplicate the identity of the SIM Card including for the purpose of back-up.**
- d. We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement for faulty SIM Card. We may impose a fee if you do not return the SIM Card to us upon our request.**
- e. We reserve the right to recall the SIM Card from you at any material time, without liability. We may also utilize any capacity in the SIM Card for administrative, network, business and/or commercial purposes.**

5.4 The Mobile Number

The Mobile Number belongs to us and we reserve all rights attached to the Mobile Number. We have an absolute discretion to reject and reclaim the Mobile Number, at any material time, without liability, even if we do not provide you with reason. Subject to the mobile number portability obligations, we may change, alter the Mobile Number or any other name, code, or number associated with the Service for reasons beyond our

control such as where requested to do so by the Appropriate Authority, or we reasonably believe that the alternation will enhance your use of the Service.

6. VALIDITY PERIOD

6.1 SIM Card Validity Period

- a. The SIM Card will remain active for as long as one of the following activities are carried out;
1. make a purchase of any one or more of the Add-Ons;
 2. perform a Reload to your Account; and/or
 3. perform one outgoing transaction in the form of Call/SMS/Data within a period of ninety (90) days.

Should you fail to do either one or all of the above within a period of ninety (90) days, the SIM Card will become inactive and the Service will be Terminated. Any remaining Credit and/or Allowance will be forfeited. The Mobile Number will be released to the general pool of numbers. You will not be able to get back the same Mobile Number.

- b. You cannot claim a refund or credit for any forfeited Credit and/or Allowance and we are under no obligation to notify you that the remaining Credit and/or Allowance in your Account is about to be or have been forfeited.
- c. We may, but need not, send you any SMS reminders to warn you that if you do not perform a purchase of any of the Add-Ons, perform a Reload to your Account, or perform one chargeable transaction in the form of Call/SMS/Data before the expiration of the Validity Period, your Service will be Terminated.

7. CREDIT, ALLOWANCE AND SERVICES PROVIDED BY THIRD PARTY

7.1 When do you need to perform a Reload?

When all the Credits in your Account have been used up, you will not be able to purchase any Add-Ons until a further Credit is made to your Account. You must, therefore, perform a Reload to increase the Credit in your Account.

7.2 What happens when you don't have any Allowance?

When all the Allowance has been used up, you will not be able to use the Service. You must, therefore, make a purchase of any one or more of the Add-Ons.

7.3 Deduction of Allowance.

We will deduct the rates and charges from the Allowance in an amount equal to the value of the Service accessed and/or used by you from time to time based on the prevailing tariff rates specified in the Specific Terms.

7.4 Can you convert the Allowance or Credited amount to cash?

The Allowance and the Credit amount you have in your Account cannot be converted to cash.

7.5 Services provided by third party

If you are purchasing any goods and/or services from third party, it is your decision to enter into any legal relationship with that third party, who you may not have heard of or bought from before. Any dealings with such third party are solely between you and such third party. We won't be in any way responsible for any loss or damage.

8. RELOAD, DETAILS OF CARD AND DEDUCTION OF ALLOWANCE

8.1 Reload

- a. You may perform a Reload online via any of the financial institutions approved by us and/or by using your Card.
- b. When such Card is used, we shall deem that the Card is yours. If the Card belongs to another person, by way of an example, your parents and/or guardian, it shall be deemed that you have obtained the relevant permission from such person when you use such Card to perform such Reload. It is not our duty to inquire.
- c. When you are performing a Reload, we will route you to a payment gateway controlled and/or managed by third party service provider. You need to ensure that your payment is successful. You may contact our Customer Service Support for assistance, however, we are not responsible or liable to you if your payment is not successful and/or your Account is not Credited with the Reload amount.

8.2 Details of Card

- a. WE DO NOT STORE ANY DETAILS OF YOUR CARD. SUCH DETAILS MAY, HOWEVER, BE STORED BY SUCH THIRD PARTY SERVICE PROVIDER. WE DO NOT HAVE ANY ACCESS TO SUCH DETAILS AND WE DO NOT HAVE ANY ACCESS TO THE SYSTEM OF SUCH THIRD PARTY SERVICE PROVIDER.
- b. You understand and are aware that you are providing the details of the Card to such third party service provider to which we have no control and as such we are not responsible to you for any loss or theft of the details of your Card.

9. TAX

9.1 All sums payable under the Agreement is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation) and if there is a requirement to deduct from any payment under the Agreement any value added or withholding taxes, service taxes or imposts, duties or charges, then you must pay to us such additional sum so as to enable us to receive in full the payment that would otherwise have been payable by you to us.

The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by webe. In particular, where Service Tax (“ST”) is applicable to webe as the supplier under this Agreement, webe is entitled to charge the ST payable to the Government on the Service and/or any webe services or equipment supplied to the Customer.

10. ROAMING AND INTERNATION CALLING

10.1 Roaming and international calling is available only if you purchase an Add-On through your Account. While Roaming, your data throughout may be reduced and your Service may be limited or terminated at any time without notice. We will not be liable for any loss and/or damage in the event you are not able to use our Service or such Service is limited while abroad in a foreign country. For further information, please refer to the Specific Terms.

11. USING THE SERVICE

11.1 When you use the Service, you must comply with the terms and conditions of the Agreement and the Law.

11.2 You must not use, attempt to use, the Service:-

- a. to send or receive elements or data of any kind that are contrary to the Law, which have a threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair confidentiality obligations, breach of the PDPA, or violate any Intellectual Property Rights;**
- b. breach our Company Policy;**
- c. to intentionally or negligently send any electronic and/or software element whatsoever via the Service that could cause harm of any kind to our Network, or other internet user;**

- d. gain unauthorised access to, or use of, our Network, computing environment, customers' computer or data, ,any Personal Data, or any other computing resource; and/or
- e. to expose us to any liability or that will violate our rights and/or those of third party.

11.3 If you breach any of the above, we shall have the right to forthwith suspend the Service and/or Terminate the Service.

12. OUR RIGHT TO SUSPEND THE SERVICE

12.1 We may suspend the Service at any time, if:-

- a. there is an emergency,
- b. problems are experienced interconnecting our Network with any supplier's Network,
- c. doing so is necessary to allow us or a supplier to repair, maintain or service any part of our Network or a supplier's network used to supply the Service,
- d. Interruption,
- e. you fail to purchase any Add-Ons, perform a Reload to your Account, or perform one outgoing transaction in the form of Call/SMS/Data before the expiration of the Validity Period;
- f. you breach any of the terms and conditions of the Agreement, including our Company Policy,
- g. we reasonably suspect fraud, and/or illegal activity by you or any other person in connection with the Service,
- h. we are required to suspend to comply with any Law, and/or any notice issued by the Appropriate Authority,
- i. if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by us, or the Appropriate Authority, in respect of any suspected violation or violation of any Law,
- j. an event of Force Majeure, and/or
- k. for any other reasons we deem fit.

12.2 In most circumstances, we will give you as much notice as we reasonably can before we suspend the Service. However, in some circumstances, for example, in an emergency or if we consider your use of the Service is unreasonable and in breach of our Agreement, we may suspend the Service without notice and without liability to you.

12.3 We will use our endeavour to resume the Service as soon as possible if suspension occurs for reasons set out in paragraphs (a), (b), (c) and (d) above.

12.4 If we suspend the Service, we may later Terminate the Service for the same reason or a different reason.

13. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES

13.1 OUR SERVICE USES RADIO TRANSMISSION, SO UNFORTUNATELY YOU CAN'T GET SERVICE IF THE MOBILE PHONE IS NOT IN THE RANGE OF A TRANSMISSION SIGNAL COVERAGE MAPS PROVIDED ARE ONLY OUR ANTICIPATED WIRELESS COVERAGE ARE OUTDOORS; ACTUAL SERVICE AREA, COVERAGE AND QUALITY VARY AND IT DEPENDS ON A VARIETY OF FACTORS INCLUDING NETWORK CAPACITY, OCCASSIONAL UPGRADES OR MODIFICATIONS, TERRAIN AND WEATHER. OUTAGES AND INTERRUPTIONS IN SERVICE MAY OCCUR, AND SPEED OF SERVICE VARIES. OUR SERVICE IS THEREFORE PROVIDED ON AN 'AS IS' BASIS WITH ALL FAULTS. WE EXCLUDE LIABILITIES FOR MATTERS ARISING UNDER CLAUSE 13.

13.2 IF YOU DOWNLOAD OR USE APPLICATIONS, SERVICE OR SOFTWARE PROVIDED BY THIRD PARTIES (INCLUDING CHAT AND VOICE APPLICATIONS), OR OTHER CHAT OR CALLING FUNCTIONALITY, IT MAY WORK DIFFERENTLY FROM THE SERVICE OFFERED BY US, OR MAY NOT WORK AT ALL. PLEASE REVIEW ALL TERMS AND CONDITIONS OF SUCH THIRD PARTY PRODUCTS. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION, CONTENT, APPLICATIONS OR SERVICE YOU ACCESS, DOWNLOAD OR USE ON THE MOBILE PHONE. WHERE APPLICABLE, YOU ARE RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THESE THIRD PARTY PRODUCTS OR SERVICES.

14. UNUSUALLY HIGH USE

14.1 We monitor our Network and traffic pattern. If we become aware of an Unusually High Use of the Service by you, for example, there is an unusually high volume of data being transmitted between networks in a very short period of time causing harm to our Network, damage, interferes or Interrupts the Service, or that of our supplier's network, or causing congestion to our Network, or if you suddenly make an unusually high volume of calls to international destinations using the Service, or for any other reasons whatsoever, we will take actions we deem necessary including but not limited to suspending your Service.

15. MOBILE NUMBER PORTABILITY

15.1 You may be able to take, or “port”, your wireless phone number to another carrier. If you port a number from us, we’ll treat it as though you asked us to Terminate the Service for that number. After the porting is completed, you won’t be able to use our Service for that number and the Credit and/or Allowance remaining in your Account will be forfeited. If you port a number to us, please be aware that we may not be able to provide our Service (or any portion of it) right away. If you wish to port our number to another carrier or port a number to us, you must adhere to the terms and conditions including the procedures and processes prevailing at the time of request as outlined by us.

16. WHAT THESE WORDS MEAN IN THE AGREEMENT

16.1 Your right to Terminate the Service

You may Terminate the Service at any time by giving us written notice. We will process your termination upon receiving your request. You should not use the SIM Card upon termination. If you are still able to access to the Service, your use of such Service shall be charged.

16.2 Our right to Terminate the Service

We may forthwith Terminate the Service at any time if:-

- a. there is an emergency;
- b. we reasonably suspect fraud and/or illegal activity by you or by the Other User in connection with the Service;
- c. you breach any terms or conditions of the Agreement and fail to rectify and remedy such breach within seven (7) days from the date of its receipt of a written notice requiring it so to do;
- d. you fail to purchase any Add-Ons, perform a Reload to your Account, or perform one outgoing transaction in the form of Call/SMS/Data before the expiration of the Validity Period;
- e. breach of our Company Policy;
- f. change of Law;
- g. an event of Force Majeure;
- h. you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;

- i. you make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors;
- j. you permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects;
- k. the Service is suspended under Clause 12 for more than fourteen (14) days; and/or
- l. for any reason we deem fit.

You may also contact our Customer Service Support for further information.

17. EFFECT OF TERMINATION

17.1 Upon the expiry or the Termination of Service:-

- a. we will forthwith cease to supply the Service. You will not be able to use the Service after that;
- b. if you are able to use the Service after the termination date, you will continue to be liable to pay all the charges for that use; and/or
- c. Termination of the Service will not relieve you from any claims that we may have against you under the Agreement before the Agreement is terminated.

We shall not be liable to reimburse you any forfeited credits or for any damages, cost, loss or expenses suffered as a result of termination or expiry of your Account or Service(s)

17.2 Clauses 5.4, 5.5, 8.1(c), 8.2(b), 9, 13, 16 and 17, and other clauses which by their nature survive expiration or termination shall survive the expiry or Termination of the Service.

18. REFUND POLICY

18.1 Any Services subscribed to/ purchased cannot be cancelled and is non-refundable. You shall be charged accordingly for the Service once payment for the Service is successful. We will not entertain any cancellation requests.

18.2 Notwithstanding the above, a request for refund shall only be initiated and entertained by us if it is due to our fault. All refund request are subject to our approval. We reserve the rights to reject any refund request if the amount is RM10 and below.

18.3 Any request for refund should be made as soon as possible but in any event, not more than 7 days from the date of the purchase/subscription of the Service. You must provide the necessary details to us for purposes of refund. Failure to provide us with the necessary details or other information may have the inadvertent result in rejection of refund request and/or payment being made at a period beyond ninety (90) days and in

such instance we shall not be held liable for any late payment of refund. In the event you have not received any refund from us within ninety (90) days from the date of approval of your refund request, please inform us in writing right away. If you fail to provide the necessary details to us for purposes of refund, or you fail to give us such written notice within twelve (12) months from the date of approval of your refund request, we shall then treat that you waive your right to make any claim against us for such excess amount and we will no longer be liable towards you for payment of refund.

18.4 We may charge you an administration fee to cover any cost we incur in the processing in connection with and/or the granting of the refund.