

## Digital Marketing Solutions Terms & Conditions

Thank you for choosing unifi.

These Terms and Conditions is incorporated and forms part of Digital Marketing Solutions("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"). TM reserves the right to vary, supplement, delete, amend or modify this Campaign terms and conditions, from time to time without prior notice to the customer. All of the terms and conditions shall govern the access and use of the Service.

### 1. GENERAL

- 1.1 Digital Marketing Solutions is a digital marketing services ("Service") offered for subscription by TM Technology Services Sdn Bhd ("TM") with the aim to help Small Medium Enterprise (SME) to connect with their potential customers through digital such as social media to promote and market their businesses.
- 1.2 Digital Marketing Solutions will provide customer with marketing services via social media (Facebook, Instagram and Google Ads) and via advertising platform through Rev Media Group ("RMG") digital assets, an exclusive partner of Dattel Asia group. For the avoidance of doubt, the service is provided by TM with the support from Dattel Asia Group.
- 1.3 The Service is offered 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 Digital Marketing Solutions. For the MSME without a valid BRN may subscribe to Digital Marketing Solutions by registering with a valid director's NRIC/Passport.
- 1.4 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.
- 1.5 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 four (4) plans of Digital Marketing Solutions offered by TM namely – Digital Marketing Freemium Pack, Starter Pack, Standard Pack and Premium Pack:

Package Plan	Freemium Pack*	Starter Pack	Standard Pack	Premium Pack
Monthly Subscription Price	RM 0	RM 50	RM 100	RM 200

<b>Ad Credits amount</b>	70	420	840	1,680
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Note: Freemium Pack is not available for all time subscription, applicable during Campaign period determined by TM

- 2.2 Each Customer is only eligible to subscribe to ONE subscription of Digital Marketing Solutions within the contract period.
- 2.3 The Package Plan, excluding Freemium Pack are subject to twelve (12) months Minimum Subscription Period (MSP) effective starting from the date of activation ("Subscription Period").
- 2.4 Each customer is only eligible to subscribe the Freemium Pack ONCE and utilise all 100 ad credit in one off . Once Freemium Pack ad credit utilised, Customer is eligible to upgrade to any paid Packs (Starter, Standard or Premium). Customer that already subscribed to any of the paid plan are not allowed to subscribe to Freemium plan.
- 2.5 Customer may choose to advertise on Facebook, Google OR Rev Media Digital Channel platform depending on the ad credits available. One ad credit equal to one ringgit of ad spend.
- 2.6 In the event of the ad credits is insufficient, Customer may choose to add on additional ad credits on top of the package selected. This additional ad credits will be charged as one-time charge in Customer's bill. For Freemium Pack, Customer must upgrade to any paid Packs (Starter, Standard or Premium) before proceed to add on additional ad credits.
- 27 Customer hereby agrees to provide access for TM to become admin to Customer's Facebook page shall Customer choose to run the campaign on Facebook. TM will notify and obtain Customer's consent through Customer's registered email address in order to give the access to dedicated Campaign Manager for this Service.
- 2.8 In serving the MSP, Customer is not allowed to change (upgrade/downgrade) Package Plan subscription to other plans at any time. Request for change of plan is only allowed after Customer has served the MSP.
- 2.9 Customer can subscribe to the Service via TMpoint, TM Direct Sales / SME Consultants, TM Authorised Dealers / Resellers, TM Contact Centre and unifi portal online subscription.

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

- 3.1 Upon registration, Customer will be notified on the subscription made via email by [tmcare@tm.com.my](mailto:tmcare@tm.com.my).
- 3.2 Customer will then be contacted by the Campaign Manager (CM) within 3 working days after receiving subscription email.
- 3.3 CM will discuss with Customer on the campaign requirement, suitable platform to run the Campaign based on Customer's business needs and collaterals required from Customer. All communication will be done either via email, WhatsApp or phone calls.

- 3.4 Campaign design (strategy, graphic design & copywriting) will only commence upon receiving required collaterals from Customer. Campaign activation will commence upon Customer's approval of campaign design. It will take approximately 5 working days from the date CM received the required collaterals to the first draft of campaign design for Customer's approval.
- 3.5 Customer can change the campaign design ONCE for free of charge. Subsequent changes are not allowed.
- 3.6 Once the campaign has run on respective platform, Customer is not allowed to change any aspect of the campaign design anymore.
- 3.7 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.
- 3.8 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 back to CM for technical support.

#### 4. CHARGES, PAYMENT, BILLING & CREDIT LIMIT

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

Package Plan	Freemium Pack*	Starter Pack	Standard Pack	Premium Pack
Monthly Subscription Price	RM 0	RM 50	RM 100	RM 200

Note: Freemium Pack is not available for all time subscription, applicable during Campaign period determined by TM

- 4.2 The monthly subscription fee for the Package Plan subscribed will be reflected in Customer's Unifi bill.
- 4.3 Customer hereby agrees for any subscription of the Package Plan; TM will charge full monthly amount of total subscription plan.
- 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 Customer is not allowed for any change of plan (upgrade/downgrade) of the Package Plan subscription within the MSP.
- 6.2 For early termination, Customer will be charged with early termination charges for the remaining months' balance of the subscribe plan.
- 6.3 If Customer change the Package Plan after the completion of MSP, no early termination charges for the previous plan will be applicable.

## **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 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, 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 If there are any ad credits still available at the point of termination, the remaining ad credits will be forfeited. Customers is not entitled for billing adjustment waiver in a scenario of termination within minimum subscription period regardless of full or partial ads credit consumption.
- 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.

## **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.

### **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](mailto:help@tm.com.my). Customer agrees to have read, understand & agreed to be bound by the Terms & Conditions of this Digital Marketing Solutions & TM Privacy Notice

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

*[End of Terms and Conditions]*