

## **unifi eCommerce Hub Terms & Conditions**

Thank you for choosing unifi.

These Terms and Conditions is incorporated and forms part of **unifi eCommerce Hub** ("Service") terms of use, thus binding on you. Kindly read the terms carefully before subscribing to 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 eCommerce Hub is an online business solution ("Service") offered by Telekom Malaysia Berhad ("TM") with the aim to help Small Medium Enterprise (SME) to accelerate its online business growth in managing orders and customers demand from multiple sales channel (namely Shopee & Lazada) effectively via a single platform.
- 1.2 The Service is eligible to 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 The Service is provided by PCommerce Sdn. Bhd. (also known as Prime Commerce) as the official TM's partner in providing the Service.
- 1.5 By subscribing to the Service as standalone business solutions, Customer hereby agrees on the Service order processing days as advise 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 that is registered with Suruhanjaya Syarikat Malaysia (SSM). Only one (1) active Service plan is eligible for each subscription by Customer.
- 2.2 There are five (5) plans offering of unifi eCommerce Hub consists of Freemium (free trial plan) and Premium (paid plan) namely Starter, Standard, Pro & Advance.
- 2.3 The Freemium plan offers two (2) months license validity with no obligation to Customers. Once the validity period expires, Customer no longer has access to subscription account.

2.4 The Premium plans are subject to twelve (12) months Minimum Subscription Period (MSP) effective starting from the date of Service activation by TM (“Subscription Period”).

2.5 The summary features of the Service are as per the following table:

Features	Freemium	Premium			
		Starter	Standard	Pro	*Advance
No of Store(s)	1	3	5	10	Unlimited
Centralised Distribution	√	√	√	√	√
Web Store	Not Available	√	√	√	√
Social CRM	Not Available	Not Available	√	√	√
Centralised POS	Not Available	Not Available	Not Available	√	√

*Note: \*Premium Advance plan not available for subscription until further notice*

2.6 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 eCommerce Hub portal](#).

2.7 The email address is fixed upon registration, any alteration of email after complete registration is strictly prohibited and Customer has a duty to provide the correct email address upon registration.

2.8 The license access is granted on a non-exclusive, non-transferable and solely for Customers’ own use and business purposes only.

2.9 Customer may upgrade from unifi eCommerce Hub Freemium plan to Premium plan at any time within the two (2) months free trial period. Email notification to inform on expiry date will be sent three (3) days prior to expiry date and on the expiry date.

2.10 Customer can opt to not respond to upgrade from Freemium to Premium without any obligation.

2.11 In serving the MSP, Customer may opt to change Service plan subscription to other plans within unifi eCommerce Hub Premium plans. However, the change of plan will result to the MSP to be refresh to twelve (12) months for effective date of the new plan.

2.12 For now, Customer only can subscribe to the Service via [unifi portal online registration](#) for new Service subscription and via [unifi eCommerce Hub portal](#) for modify subscription plan (upgrade/downgrade) and termination.

### 3. SERVICE ACTIVATION & AFTER SALES SERVICE

3.1 Upon registration, a temporary first-time password and username will be generated via email via [no-reply@ecommercehub.unifi.com.my](mailto:no-reply@ecommercehub.unifi.com.my) and Customer able to change the password and at any time. Customer is responsible to assign a safe and secure password associated to the Service.

- 3.2 The Service is accessible by log-in to [unifi eCommerce Hub portal](#) and to manage any post license activation services such as modify subscription plan, reset password and termination.
- 3.3 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.
- 3.4 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 PCommerce Sdn. Bhd. for technical support.

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

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

<b>unifi eCommerce Hub</b>	<b>TM connectivity customers (RM)</b>	<b>Non TM connectivity customers (RM)</b>
Freemium	Free Of Charge	
Premium Starter	49 / month	59 / month
Premium Standard	129 / month	159 / month
Premium Pro	289 / month	309 / month
*Premium Advance	479 / month	499 / month
<i>Note: *Premium Advance plan will not available for subscription until further notice by TM</i>		

- 4.2 The monthly subscription fee for the Service subscribed will be reflected in unifi eCommerce Hub bill by TM.
- 4.3 The Premium plan subscription via TM is only available on monthly subscription and is not available for one-time charge.
- 4.4 Customer hereby agrees for any subscription (new/change plan) of the Premium plan, TM will charge full monthly amount of total subscription plan and any pro-rate charges according to subscription on 22<sup>nd</sup> of the month ("Billing Period date").
- 4.5 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.
- 4.6 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.

- 4.7 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**

The Service is strictly not transferable to third party.

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

- 6.1 For any change of plan (upgrade/downgrade) of the subscribed Service within the MSP, Customer will not be charged with early termination charges for the remaining months balance of the previous plan
- 6.2 The new plan of the Service will be charged accordingly and is subject to a new MSP 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. 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 PCommerce systems/platform/server; or

(vi) fraud

7.4 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 a 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 Customer dashboard in [unifi eCommerce Hub 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 unifi eCommerce Hub subscription.

8.4 All other existing termination terms and conditions for unifi biz/Biz Broadband/unifi Mobile Biz/telephony services shall continue to apply.

8.5 Notwithstanding to the above, TM reserves 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. PROHIBITED USE**

10.1 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.

10.2 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.

## **11. FORCE MAJEURE**

For the purposes of this Agreement, 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.

## **12. SECURITY OF INFORMATION**

12.1 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 the Customer in the form of written documents, electronic data messages or any other forms in accordance with the provisions of law and the Agreement.

12.2 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.

### **13. GOVERNING LAW AND COURT JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

### **14. INTELLECTUAL PROPERTY**

- 14.1 TM is the legal owner of the Service and software described on this [unifi eCommerce Hub portal](#). in accordance with current Malaysia laws and does not infringe the intellectual property rights of any other organization or individual.
- 14.2 [unifi eCommerce Hub portal](#). and all its content, 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 [unifi eCommerce Hub portal](#). 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 Prime Commerce is an infringement of our rights. Prime Commerce reserves the right to request the user to terminate the use and compensate for any damages (if any).

### **15. INDEMNITY**

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 Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

### **16. LIMITATION OF LIABILITY**

- 16.1 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.
- 16.2 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.

- 16.3 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 wilful default of TM.
- 16.4 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 wilful default of TM.

## **17. CONTACT INFORMATION**

Should you require further assistance, 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 unifi eCommerce Hub & [TM Privacy Notice](#)

*[End of Terms and Conditions]*