

Unifi UC Mobile Application Terms of Use

Before accepting the Unifi UC Mobile Application Terms of Use ("Agreement"), you are supposed to thoroughly read all contents of the Agreement, and fully know its terms, especially restrictive clauses or exceptions. Restrictive clauses or exceptions are bold or highlighted in other forms to catch your attention. You are not allowed to use the service before you have read and accepted all terms of the Agreement, relevant agreements and rules, etc. Once you select "agree" and complete the registration procedure, or you use the service in any form, it will be deemed that you have read and agreed with the restriction of the Agreement and rules above. In case of any breach of the Agreement, TM has the right to unilaterally restrict, suspend or terminate the service for you, and has the right to investigate your relevant responsibilities.

The Agreement is signed by you and TM Technology Services Sdn Bhd (TM) ("Service"). It includes (but not limited to) TM Privacy Policy and other contents. In case of change, TM will provide notice without further notification. Upon notification, the changed agreement and rules become a part to the Agreement automatically, without further notification to you for your consent. In case of objection to such relevant changes, stop using the Service; if you keep using it, it will be deemed as that you hold no objections against the changed rules and agree to abide by them.

1. Definition of Terms

1.1 Licensed software refers to software system developed by TM, downloaded and installed and applied in specified system mobile devices.

1.2 Services refer to Unifi UC mobile application powered by Unifi. You can use such services on the mobile devices with the licensed software.

2. Service

2.1 TM offers you the Unifi UC mobile application upon subscription of Unified Communications Solution (UC), which enables incoming calls made to the TM Business Landline to be routed to the Unifi UC mobile application installed on your mobile devices. The Services also allow you to make outbound calls via the Unifi UC mobile application, whereby such calls will display the TM Business Landline number to call recipients. The Business Landline provisioned on Unifi UC mobile application is to be used for all inbound and outbound communications under the Services, ensuring a consistent and unified business identity. The Services also included but not limited to instant messaging functionality, for communication among you and other users in your organisation. Additionally, the video conferencing feature may be used among you and may also be extended to your customers via email invitation.

2.2 The licensed software and Services are compatible with mobile devices running operating systems Android version 8.0 (Oreo) or later and iOS version 13 or later. TM shall not be held liable for any issues arising from the use of devices that do not meet these minimum operating system requirements.

3. Scope of the Service

3.1 TM grants you with the right to use the Services based on this software. You shall be responsible on the use of Services.

3.2 You are prohibited to license, sell, lease, transfer, issue the Service in any form, or use the Service for other commercial purpose.

3.3 Due to limitations on software adaptation platform and application, you can only use the licensed software in the authorized system platform and terminal; if you install the licensed software on other terminal equipment, it may damage your hardware or software function.

3.4 You acknowledge that the licensed software can only be used for non-commercial purpose and installation, application and running of the licensed software is prohibited. If such commercial operation is necessary, prior written authorization and permission from TM shall be obtained.

3.5 TM and its suppliers may change, upgrade or transfer the licensed software or relevant functions from time to time, and may add new functions or services in the licensed software system. If no separate agreements are accompanied with the aforesaid new functions or services, you are entitled to the corresponding functions and services, which is also subject to the Agreement.

3.6 You shall be responsible for the accuracy, reliability, integrity and legality of input data and legality of the way in which you obtain the data and shall back up data and information from time to time. You shall bear all risks for damage and loss of such information.

3.7 You shall properly keep your credentials. In case of any safety loophole for your account (including but not limited to divulgence of user password or use by unauthorised third party), you shall notify TM in time, and TM will assist you in taking relevant measures. Otherwise, all behaviors related to your account shall be assumed by you and you will bear all responsibilities.

4. A Third Party

4.1 You acknowledge that certain service of TM and its suppliers is based on software or services provided by a third party. Such service is set to facilitate your application and necessary legal authorization is obtained from the third party.

4.2 The Service includes certain information and services of the third party. TM and its suppliers neither controls nor bears responsibility for information and services of the third party.

4.3 You acknowledge that TM and its suppliers cannot guarantee that the licensed software always uses or contains such services, or that other software provided by the same third party will be used in future. Likewise, it may use similar services supplied by another third party. Upon application, the aforesaid corresponding software or services are subject to this Agreement.

5. Service Application Standard

5.1 You shall use the licensed software in a normal manner. The following ways are in breach of the application standard:

- 1) Issue or share computer virus, worms, malicious codes, or software that deliberately damages or changes computer system or data;
- 2) Collect information or data of other users without authorization, for example, email address and the like;
- 3) Maliciously use the product in an automatic way, causing over load to the server, or interfere with or damage web server and network links in other forms.
- 4) Attempt to visit server data or communication data of the product without authorization;
- 5) Interfere with or damage the production application by other users.

5.2 You understand and agree that:

- 1) TM will determine whether or not you are involved in violation of standards above, and suspend or terminate your application license according to determination results or take other restrictions according to agreements.
- 2) TM will directly delete information in breach of laws, or infringing others' legal rights, or in breach of the Agreement issued by you when using the licensed software.
- 3) In the event that any third party suffers loss or damage arising from the breach of the Service application standards, you shall assume full and independent legal responsibility at its own cost. You shall indemnify, defend, and hold harmless TM, its subsidiaries, affiliates, officers, employees, and agents from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs, and expenses (including legal fees on a solicitor-client basis) incurred by TM as a result of such breach. Otherwise, TM has the right to claim compensation.
- 4) If TM and its suppliers suffer from any loss due to your breach of relevant laws or the Agreement, you shall compensate TM and its suppliers for losses and (or) expenses generated therefrom.

6. Prohibited Uses under Malaysian Law

6.1 Breach of Personal Data Protection Act 2010 (PDPA): Collecting, storing, or sharing personal data without user consent, or processing sensitive personal data without explicit consent, may result in fines and enforcement actions under PDPA 2010.

6.2 Cybersecurity Violations: Unauthorized access to licensed software is criminalized under the Computer Crimes Act 1997. Malware infections, phishing, and denial-of-service attacks are prosecutable under the Communications and Multimedia Act 1998 (CMA) and Cyber Security Act 2024 (Act 854).

7. Private Policy and Data

7.1 It is crucial for TM to protect your personal information. TM prepares TM Privacy Policy, in which contents related to ownership and protection, collection, use, share, storage and protection, etc. of your information are disclosed. You are suggested to thoroughly read TM Privacy Policy.

8. Exception Clauses

8.1 Unless otherwise specified in laws and regulations, TM will do its best to ensure the security, validity, accuracy and reliability of the licensed software and technologies and information involved, but TM is unable to guarantee the same due to restriction by available technologies nowadays.

8.2 You understand that TM will not assume responsibility for direct or indirect losses caused by force majeure and default of a third party.

8.3 You shall be responsible for personnel injury or incidental or indirectly injury caused by or related to one of the following accidents: 1) A third party uses the licensed software or changes your data without permission; 2) Expenses and losses produced by using the licensed software; 3) Your misunderstanding of the licensed software; 4) Other losses related to licensed software caused by reasons not attributable to TM.

8.4 Any other licensed software-derived software not developed and released by TM or the development and release are not granted by TM is illegal software. Downloading, installing and using such software may cause unpredictable risks. TM shall be free from legal responsibilities and disputes generated therein and TM shall have the right to suspend or terminate application license and/or all other services.

8.5 You have been informed of that the usage of TM and its supplier's Unifi UC mobile application involved in Internet service, which may be affected by unstable factors in all links. Although TM has taken safeguard measures, the service may be suspended, terminated, delayed, suffered from application restriction or application failure due to inherent defects of Internet and e-communication as well as factors beyond reasonable control of any party to the Agreement (including but not limited to fire, flood, terrorist attack, pestilence, natural disasters, riot, terminal virus, hacker attack, network fault and terminal fault). You hereby agree to bear foregoing risks and agree that TM is free from any responsibility when normal running of services are influenced by the occurrence of foregoing risks.

9. Agreement Termination and Breach of Agreement

9.1 You should understand that you shall use the licensed software according to authorization scope, respect intellectual property of software and contents contained in the software, and perform obligations according to the Agreement when using TM's services. TM will terminate the application license if you are in material breach of the Agreement.

9.2 Your application of the software relies on supporting services supplied by TM's related companies. Breach of terms, agreements, rules, annunciation and other relevant regulations of TM and its related companies may cause failure in normal usage of licensed software, in which case, TM shall be entitled to terminate the application license, or take measures to restrain your application license or other rights and interests controlled by TM as agreed in the Agreement, including suspension or termination of your application license.

9.3 In case of your breach of the Agreement or other agreements signed with TM, TM and its suppliers shall have the right to notify the related companies, requiring them to take restrictive measures to your rights and interests, including requiring related companies to suspend or terminate supplying part or whole services for you, and legally announce your breach of agreement on websites run or actually controlled by them.

9.4 The licensed software is downloaded from the downloading platform and you shall abide by stipulations of the download platform, system platform and terminal manufacture on application ways and restrictions of the licensed software. If the above mentioned third party confirms that you are in breach of the agreement and TM and its supplier's treatment is required, TM may terminate your application license at the third party's request.

9.5 You may not copy the Unifi UC mobile application to any other server or location for further reproduction or redistribution. You may not reverse engineer, decompile, disassemble or modify the software, except insofar as such restriction is prohibited by law.

9.6 When the application license terminates, you shall stop using the licensed software and destroy all copies.

9.7 You must bear all compensation responsibilities if TM and other users suffer from losses caused by your breach of terms in the Agreement.

9.8 Unifi UC mobile application is provided "as is," and TM hereby disclaims all warranties and conditions with regard to the Unifi UC mobile application, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

10. Governing Laws

10.1 Effectiveness, explanation, change, execution and dispute settlement of the Agreement are subject to laws of Malaysia.

11. Customer Support

11.1 For assistance with the app, device issues, or any other services related to Unifi, customers may contact Unifi Customer Support through the official support channels listed in the app or on the Unifi website.

[End of Terms of Use]