

# General Terms & Conditions for Go Bookit

Go Bookit ("Service") is provisioned by TM Technology Services Sdn Bhd ("TM") based on the following terms and conditions. Kindly read the terms carefully before subscribing the Service. By subscribing to the Service, you acknowledge and agree that you have read, understood and agreed to be bound by the terms herein ("Agreement"). All the terms and conditions shall govern the access and use of the Service. TM reserves the right to update or revise these terms and conditions from time to time and shall publish the latest version online. TM may give notice of such revision in any manner that TM deems appropriate. By continuing to access or use of the Service, Customer (as hereinafter defined) shall signify as acceptance to the latest updated version of the terms and conditions & [TM Privacy Notice](#)

## 1. GENERAL TERMS OF USE

- 1.1 The Service is an online platform that connects customers ("Users") with service professionals ("Customer") by facilitating the booking of appointments. Our platform enables Users to discover, compare, and schedule services with Customer, while helping Customer manage their availability and reach potential Users efficiently.
- 1.2 The Service exclusively offers appointment scheduling service, enabling users to book, manage, and cancel appointments with verified service providers. Service displays professional services availability and facilitates appointment-related communications but is not party to any agreements between Customer and Users.
- 1.3 For appointment coordination purposes, Customer with designated status as 'Verified' may access your contact information strictly for confirmed bookings. This access is limited to appointment fulfillment and expressly prohibits unsolicited marketing or data collection without separate user consent. When sharing content externally through third-party platforms, such information becomes subject to those platforms' respective terms and privacy policies.
- 1.4 TM reserves the right to monitor platform activity to ensure compliance with these terms and to maintain service quality. TM may modify or discontinue any aspect of the service, including these terms, on a time and material basis. The platform bears no liability for Customer conduct, appointment no-shows, technical disruptions during booking (beyond the terms and condition of the Service), or third-party misuse of user information registered through the Service.
- 1.5 Service operates as a neutral intermediary—we do not:
  - (i) Employ or supervise Service Customer;

- (ii) Guarantee the quality, safety, or legality of services provided;
  - (iii) Manage or fulfill appointments (this remains solely between Customer and Users).
- 1.6 By using Service, Customer enters into direct agreement with Customer for services rendered. Service's role is limited to providing the platform for appointment scheduling. We are not a party to any service agreements between Customer and Users.
- 1.7 Service functions solely as an appointment scheduling platform and does not process, facilitate, or intervene in any financial transactions between Customer and Users.
- 1.8 All payments for services rendered must be arranged directly between the Customer and Users, including the negotiation of payment methods, pricing, and settlement terms.

## 2. DEFINITIONS

**"Activation Date"** means the date on which the Service and user account are activated for the Customer by TM.

**"Application Form"** means the application form and/or any other form as may be prescribed by TM (whether in digital or physical format) to which these terms and conditions are referred to.

**"Customer"** under this Agreement shall mean the Service subscriber as determined by TM whose application to enter into this Agreement is accepted by TM and shall include his executors, administrators, personal representatives and permitted assign and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

**"Users"** are referred to the individuals or group of consumers subscribing to the Customer provided professional services at a stipulated fee determined by the Customer at their own discretion and not in any form determined or associated to or by TM or any of its subsidiaries or affiliate companies.

**"Fees"** means monthly subscription fee for the Service at the applicable rate indicated in the bill or such rates as may be prescribed by TM from time to time and be subject to stamp duty or government taxes, if any, chargeable by TM to the Customer for the provision of the Service and all other charges to be paid by the Customer to TM in relation to the provision of the Service.

**"Force Majeure Events"** means the events as specified in Clause 14 herein.

**"Minimum Subscription Period"** means the minimum period for the subscription of the Service by the Customer as specified in the Application Form and/or the terms thereunder or, in the absence of any specified minimum period there under, a period of twenty-four (24) months from the Activation Date of the Service or, such other minimum period of subscription as may be determined by TM from time to time.

**"Registration"** means the effective date of the registration of the Customer's subscription of the Service, being the date upon which TM approves the Customer's application for the Service.

**"User Account"** means an account under the name of the Customer in relation to the Service subscribed by the Customer.

### 3. AGREEMENT PERIOD

- 3.1 This Agreement shall be effective from the date on which the Service is activated by TM its appointed contractor or vendor and upon the date on which the Service is activated for the Customer by TM ("Activation Date"), subject to acceptance of the Application Form together with the required attachments hereunder and, the Registration thereof by TM. TM reserves the right to reject or decline any application or the Registration subject to Customer being informed of the ground for any rejection.
- 3.5 All Service plans are subject to twelve (12) months Minimum Subscription Period (MSP) effective from the date of Service activation. Prior to that, Customer shall enjoy a risk free one (1) month Service before commencement of the MSP.
- 3.4 This Agreement shall remain in full force and effect for the duration of the MSP and upon the subsequent period after the MSP, the Service and this Agreement will automatically be renewed monthly unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement.

### 4. THE SERVICE

- 4.1. There are two (2) plans offered under the Service by TM. Each Customer is eligible to subscribe to only one (1) plan at a time. However, the Customer may opt to subscribe to upgrade from Basic to Standard plan subscription.

| WhatsApp CRM Plan | No. of Users  |
|-------------------|---------------|
| Basic             | 1             |
| Standard          | Up to 3 users |

- 4.2. Main features of the Service are as per the following summary table:

| Key Features           | Features Description                                     |
|------------------------|----------------------------------------------------------|
| Appointment Scheduling | <i>To ease the time management and customer bookings</i> |

|                                |                                                                                                 |
|--------------------------------|-------------------------------------------------------------------------------------------------|
| Consolidated Customer Database | <i>For tracking, reminders, marketing, etc.</i>                                                 |
| Automated Bot Response         | <i>To not miss any business-critical requirements and respond immediately to urgent queries</i> |

- 4.3. Each Service comes with a user 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 as advised by TM from time to time.
- 4.4. The email address use to register for the Service is fixed, any alteration of email after registration has been completed is strictly prohibited and Customer has a duty to provide the correct and genuine email address during registration.
- 4.5. The access to the Service is granted on a non-exclusive, non-transferable and solely for Customers' own use and/or business purposes only.
- 4.6. For now, Customer only can subscribe to the Service via Unifi portal online registration for new Service subscription which includes (upgrade/downgrade) options. Meanwhile, for termination, customer is advised to contact Unifi Contact Centre or visit the nearest Unifi Store for assistance.

## **5. APPLICATION FOR THE SERVICE AND DOCUMENTATIONS FOR APPLICATION, REGISTRATION AND PROVISIONING OF SERVICE**

- 5.1. The Customer may register their interest to subscribe to Service online or offline. Where the Service is applied online, the Customer is still required to submit the relevant documents prescribed under Clause 5.3 or any payment as advised by TM from time to time.
- 5.2. Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon TM's request) are accurate, true, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes thereto.
- 5.3. Where applicable, the Customer is required to submit to TM the following supporting documents for verification by TM's personnel during application, registration and installation processes together with the Customer's signed and completed Application Form:

- a. For sole proprietor:
  - i. Original MyKad (Malaysians)/MyKAS/MyPR (permanent residents) or Non-Malaysian Passport holders (with at least a minimum of 24 months' validity) and original Certificate of Business Registration.
- b. For company:
  - i. certified true copy each of Forms super form, 9, 13, 24 and 49 (for private limited company); certified true copy each of Forms 8, 23, and 49 (for limited company) and certified true copy each of Forms super form or Form 9, 13, 24, 49 (for foreign company).
  - ii. The supporting documents shall be provided in appropriate number of copies of the required documents will be kept by TM for record purposes.

5.4. Application, Registration and Provisioning of the Service will only be attended to by TM when Customer or Customer's authorized representative is physically present during the process of application, Registration and installation, as the case may be.

5.5. TM shall be entitled, at its absolute discretion, to reject or suspend Customer's application or Registration or installation of the Service

- a. if Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services and subscribed by Customer; or
- b. subscription by Customer of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or
- c. if Customer has criminal record or attempt to defraud TM; or
- d. TM is of the reasonable opinion that Customer will use the Service for any illegal activities; or
- e. upon Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under Clause 5.7(a) above, TM may, at its absolute discretion, consider Customer's application when all outstanding payment due to TM or its affiliates has been fully paid.

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

6.1. The Service subscription charges/fees shall be as per below:

| WhatsApp CRM Plan | No. of Users  | Monthly Price (RRP) |
|-------------------|---------------|---------------------|
| Basic             | 1             | RM 30               |
| Standard          | Up to 3 users | RM 50               |

- 6.2. The monthly subscription fee for the Service will be reflected in the bill issued by TM.
- 6.3. Monthly subscription fee for the Service shall be at the applicable rate indicated in the Clause 6.1 such rates as may be prescribed and informed to the Customer by TM from time to time.
- 6.4. Monthly subscription fee shall be continuously chargeable and payable by the Customer upon successful registration and Service activation to the Customer.
- 6.5. The monthly subscription fee for the Service will be reflected in the monthly bill issued by TM.
- 6.6. Payment of the Fees for the Service shall be payable from the Service Activation Date. The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.
- 6.7. The Service plan subscription via TM is only available on monthly subscription and is not available for one-time use/charge.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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;
  - a. 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
  - b. for failure by the Customer to pay any outstanding amount of subscription fee or charges subscribed by the Customer or
  - c. fraud
- 6.11. In the event of suspension or termination of the Service or this Agreement at any time during the Minimum Subscription Period, except where such termination arises from TM's material breach or wilful default or due to Force Majeure Event, Customer shall be liable to pay to TM, in addition to all outstanding Fees and charges during suspension or termination of Service.

## **7. TRANSFER OF SERVICE**

The Service is strictly not transferable to third party.

## **8. CHANGE OF PLAN WITHIN SERVICE SUBSCRIPTION**

- 8.1. For any change of plan (upgrade/downgrade) of the Service subscription within the MSP, Customer will not be charged with early termination charges for the remaining months' balance for the previous plan.
- 8.2. The new plan of the Service will be charged accordingly upon activation.
- 8.3. If Customer change the plan of the Service after the completion of MSP, no early termination charges for the previous plan will be applicable.
- 8.4. Customer hereby agrees for any subscription (new/change of plan) of the Service plan, TM will charge full monthly amount of total subscription plan and any pro-rate charges for the month.

## **9. SUSPENSION AND RECONNECTION OF SERVICE**

- 9.1. 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.
- 9.2. Suspension of the Service as a result of breach by the Customer or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously charge the Customer for the subscription fees and/or
- 9.3. 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:
  - a. any Fees and/or payment due hereunder for the Service provided is not settled in full on due date;
  - b. there is outstanding fee and/or payment due from Customer;
  - c. the Customer fails to comply with the terms of this Agreement;
  - d. the Customer has committed any action that falls within the prohibited use as stated in this Agreement;
  - e. any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of Service systems/platform/server; or
  - f. fraud
- 9.4. In the event of any suspension of the Service by TM in accordance with Clause 12.3(i) and Clause 12.3(ii), TM may, if it deems appropriate at its sole discretion and upon such terms, impose a reconnection fee to reactivate the Service, in which event the Service and this

Agreement shall continue in effect as if the Service had not been suspended.

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

- 10.1. Cancellation or termination of the Service can be done by the Customer at any time within or after the completion of the MSP
- 10.2. 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.
- 10.3. Customer with TM connectivity services (Unifi Biz/ Biz Broadband, Unifi Mobile Biz/telephony) can opt to terminate the connectivity service. However, early termination charges are applicable as referred to Clause 13.2 for subscription of Service within MSP.
- 10.4. 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, prolonged suspension or any reasons TM deems fit.
- 10.5. Upon termination of the Services, Customer is required to download all the data within sixty (60) days from successful termination. Failure of Customer to download the data, perform backup or delete the data, TM shall at all times cannot be held responsible for any loss or damaged that you or any third parties might sustain as a result of the termination of the Service(s).

## **11. CHANGE OF SERVICE PACKAGE PLAN / ADD ON / VALUE ADDED SERVICE**

- 11.1. Customer may upgrade the Service or subsequently subscribe to any Add On / Value Added Service during or after the Minimum Subscription Period.
- 11.2. Any request by the Customer for upgrades or downgrades of its Service package plan / Add On / Value Added Service during or after the Minimum Subscription Period shall be subject to TM's written approval which approval shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees (for downgrade only) will be charged to the Customer at a rate specified by TM from time to time.
- 11.3. A new Minimum Subscription Period will be imposed (refresh) upon any request for upgrade or downgrade from any Unifi Biz Service.
- 11.4. In the event of any additional Add On or Value Added Service, Customer will be subjected to the specific terms and conditions including but not limited to its Minimum Subscription Period or penalty as advertise by TM from time to time at <https://biz.unifi.com.my/business>.



## **12. PROHIBITED USE**

### **12.1. The Customer shall:**

- a. not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- b. not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- c. not use the Unifi Service to access pornographic, offensive or illegal content or sites;
- d. not compromise or infect any systems with computer viruses or otherwise;
- e. not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- f. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- g. 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;
- h. not resell or sublet the Service to any third parties without prior written consent from TM; and,
- i. 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.

### **12.2. TM reserves the right to suspend the Customer's access to Unifi Service or to terminate the Unifi Service if the Customer is found to have committed any action that falls within the prohibited use mentioned in this Agreement and TM shall not be liable for any cost or loss incurred by the Customer due to such suspension or termination.**

## **13. SECURITY AND OTHER FEATURES**

### **13.1. The Customer shall be responsible for the safety, security and maintaining the confidentiality of his passwords and/or user identification/username if any,**

### **13.2. (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.**

### **13.3. 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.

#### **14. FORCE MAJEURE**

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.

#### **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 terms and conditions and which are attributable to the act, omission or neglect of the Customer, its 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
- 16.3. 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.
- 16.4. 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.
- 16.5. 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 willful default of TM.

## **17. SECURITY OF INFORMATION**

- 17.1. 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.
- 17.2. 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.

## **18. INTELLECTUAL PROPERTY RIGHTS**

- 18.1. TM is the legal owner of the Service and software described for this Service in accordance with the Malaysian laws and regulations and does not infringe the intellectual property rights of any other organization or individual.
- 18.2. The website and all its content for the Service, 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 website 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.
- 18.3. Any act of copying, quoting, modifying, distributing, publishing, circulating, etc. for commercial purposes in any form without the prior written consent of TM is
- 18.4. an infringement of our rights. TM reserves the right to request the user to terminate the use and compensate for any damages (if any).

## **19. GOVERNING LAW AND JURISDICTION**

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.

## **20. VARIATION**

TM shall reserve the right to amend the terms and conditions herein contained at any time if amendment is reasonably necessary in the interest of and for ensuring a fair level of availability of the Service to a majority of TM's subscribers and the Customer shall be bound by the amended terms and conditions. Notice of the amendment may be given by TM to the Customer in such manner as TM deems appropriate.

## **21. CONTACT INFORMATION**

- 21.1. For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, you may reach out to us via our digital channels:
  - a. Live Chat at [maya.unifi.com.my](https://maya.unifi.com.my)
  - b. Unifi mobile app
  - c. Facebook at [facebook.com/weareunifi](https://facebook.com/weareunifi)
  - d. X (Twitter) @unifi

*[End of Terms and Conditions]*