

Prepaid T&C

These Terms and Conditions are the general terms and conditions on which we supply the Services to you and will constitute the agreement between you and us. These Terms and Conditions are also available on our website at <http://www.unicomms.com.my>

1. Your Representations and Confirmation

1.1 You represent and confirm that:

- (a) you are at least 18 years of age and you are legally able to enter into the Agreement; and
- (b) you will use the Services according to these Terms and Conditions and ensure that any person you allow to use the Services complies with these Terms and Conditions.

2. Registration

2.1 You are required by law to register your details with us upon purchase of the UNI COMMS SIM Card. If you fail to register, we may terminate the Account according to any law, regulation, statute or any provisions imposed by any regulatory body or authorities. You agree that we may disclose and use all your information stated in the registration form for any purpose which is related to our provision of the Services to you.

2.2 You must update your personal information stated in such registration form with us from time to time.

2.3 We will activate the UNI COMMS SIM Card and Connect you once you have registered your details with us.

3. Services

3.1 Your agreement with us commences when we Connect you.

3.2 We may, without giving any notice to you and without any liability whatsoever, impose call barring, suspend, disconnect and/or terminate the Services or take such other actions as we deem fit for our emergency and operational reasons, credit control purposes, management of your Account(s) or any other reasons we deem reasonable.

3.3 The use of the Services by you is subject to our Fair Use Policy. Under that policy, you must use the Services within reasonable limits. If, in our opinion, your use is excessive or unreasonable we may ask you to moderate your usage. If you fail to do so after being informed by us, we reserve the right to charge you at our prevailing pricing plan or to suspend or terminate the Services in accordance with this Agreement.

3.4 You must obtain your own mobile terminal equipment (i.e. your mobile phone, or other device which comprises a transmitter and receiver for radiocommunications services) which must be approved by the relevant authority and is compatible with our communications system to use our Services.

3.5 You agree that your ability to use a Service and each of its features depends on the features and functionality of your mobile terminal equipment.

4. UNI COMMS SIM Card and Top-Up Voucher

4.1 We own the UNI COMMS SIM Card at all times. You agree that you have no legal interest or goodwill to any mobile telephone number or pin assigned to the UNI COMMS SIM Card.

4.2 You must not sell, distribute or reproduce the UNI COMMS SIM Card and must take all precautions to prevent the loss, theft, cloning or misuse of the UNI COMMS SIM Card.

4.3 We are not liable to replace or compensate you for your lost, stolen, damaged, faulty or cloned UNI COMMS SIM Card or for any unused call credit balance. If we agree to replace the UNI COMMS SIM Card, you are required to pay certain charges for such replacement. In the case of any theft, cloning or loss of the UNI COMMS SIM Card, you must notify us immediately but you will remain liable for all fees and charges incurred in relation to the UNI COMMS SIM Card including all fees and charges for any unauthorised use.

4.4 You must not transfer the UNI COMMS SIM Card to anyone else without our written consent.

4.5 All UNI COMMS SIM Cards must be activated in Malaysia and before its expiry date. A non-activated UNI COMMS SIM Card which has passed its expiry date will not be usable and/or returnable.

4.6 You are required to purchase credit via Top-Up Vouchers for your Account in order to use the Services. If you have purchased the UNI COMMS SIM Card for the first time, you must reload before the expiry of the Active Period or we will bar all outgoing calls. We will also automatically disconnect the Service and reallocate your mobile telephone number to another customer and forfeit your credit if you fail to reload before the end of the Grace Period. Credits on your Account are non-refundable and non-redeemable for cash. We are not liable to you for any damages, cost, loss or expenses suffered as a result of the termination of your Account or the Services

4.7 We will deduct from your Account, an amount equal to the value of the Services used by you at our prevailing pricing plan or applicable promotional rates.

4.8 Your Account will be maintained until the relevant expiry date. The validity period of the credit in your Account varies depending on the value of the credit you buy via the Top-Up Voucher.

4.9 Top-Up Vouchers which have passed the expiry date imprinted on them will not be usable and/or returnable. The Top-Up Vouchers are not refundable. Once reloaded, the Top-Up Vouchers cannot be removed or refunded under any circumstances. We are not liable for any loss or damage due to reloading errors caused by the user of the Top-Up Voucher.

4.10 Any reload performed using any of the alternate reload channels stated in our website or via any other channel which we may add from time to time will be subject to their own respective terms and conditions.

4.11 You will not be able to use the Services if you have no credit on your Account. For Roaming, there will be a minimum amount of credit which you have to purchase before you are able to Roam.

4.12 We do not provide physical invoices or statements for the Services but you may order statements at our prevailing standard prices.

5. Mobile Telephone Number

5.1 We may withdraw or change any mobile telephone number for commercial, operational or technical reasons or in compliance with any requirement of the regulatory authority and we will endeavour to give you reasonable notice in this event.

5.2 You can port a mobile telephone number you have obtained from us to use with the Services to another mobile service provider subject to these terms and conditions.

6. Coverage and Roaming

6.1 The Services are available in our network coverage area. However, even within our network coverage area the Services may not be operational in areas where geographical or man made features interfere with our network.

6.2 Roaming relies on the networks of other third party roaming providers over which we have no control, therefore some features of the Services may not be available when you are Roaming. We do not guarantee the reliability, consistency or quality of the Services and will not be liable for any loss or damage you may incur from any inability to use, suspension, termination and interruption of the Services when you are Roaming.

6.3 When Roaming, you agree that the Roaming charges may vary and that you must comply with all your obligations in relation to the use of the Services as if you were using the Services on our network.

6.4 You further agree that we have the sole discretion to decide whether you are eligible for Roaming.

7. Content

7.1 Content is provided by us or third parties.

7.2 We reserve the right to filter or edit the Content. You acknowledge that we are under no obligation to censor the Content or information provided, even if it is co-branded or promoted by us.

7.3 By using our Services, you agree as follows:-

(a) that the Services are for personal non-commercial use only and that you acquire no rights or interests to the Content;

(b) that you are not to reproduce, tamper, alter, add, delete, distribute or forward the Content (whether in its original or adapted form) received as part of other Services to anyone else for purposes of creation of any commercial products, whether tradable or otherwise including but not limited to, any derivative products whether for your own purposes or for the purposes of any third party;

(c) that you are not to post or transmit any information of any kind which contains a virus or other harmful components or to delete any author acknowledgements, legal notices or proprietary designations or labels attached to or expressed in any file that is uploaded;

(d) that you are not to download any file posted by any other user of the Services if you know or reasonably ought to know that such file cannot legally be distributed in any manner;

(e) that you grant us an irrevocable, worldwide, royalty free licence to copy and adapt any information generated through your use of the Services to the extent necessary for us to provide or to promote our Services or for our Services; and

(f) that any layout and graphic display will be dependent on the type of your mobile terminal equipment Please refer to our website at <http://www.unicomms.com.my> for the list of supported mobile phones.

7.4 We do not warrant and in particular do not guarantee the currency, accuracy, authenticity, availability or security of the Content, and we disclaim all liability in relation to Content provided and/or as a result of using information obtained from the Services or the Internet.

8. Your Responsibilities

8.1 You agree:

- (a) to be responsible for the use of the Services and to accept full risks in doing so;
- (b) to comply with all applicable laws, rules and regulations and any requirements or restrictions which we or other service providers may impose on the use of the Services or any telecommunications system and equipment;
- (c) to comply with all instructions, notices or directions issued by us;
- (d) to be fully responsible for any voice or data transmitted or broadcasted by you or persons using your mobile equipment (whether authorised by you or not);
- (e) to report immediately to us when you discover any fraud, theft, loss, unauthorised use or any other occurrence of unlawful acts in relation to the Services and/or mobile equipment and agree to lodge a police report if we instruct and to give us a certified copy of the police report; and
- (f) to indemnify us against all cost, expenses and charges or legal fees incurred by us in enforcing the Agreement or in bringing any action or proceeding to recover all charges, costs and expenses payable by you.

8.2 You must not use or allow any part of the Services to be used:

- (a) to transmit or provide any content which may be defamatory, offensive, indecent, illegal or otherwise violate any applicable laws, rules or regulations;
- (b) to transmit or post any content that contains any harmful, damaging or destructive programs;
- (c) to make or attempt any unauthorised access to any part or component of the Services, our communications network or any third party systems or networks to which you can connect through the Services directly or otherwise;
- (d) to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
- (e) in any manner which may constitute a violation or infringement of the rights of any party including, but not limited to, their intellectual property or confidentiality rights; or
- (f) to be resold or otherwise provided to third parties, whether for profit or not.

8.3 We are entitled to vary at our discretion the amount of fees and any other charges for any part of the Services.

8.4 You must pay us all Charges for the Services, whether used by you or another person, with or without your permission or knowledge.

8.5 We will charge you for the Services in accordance with our prevailing pricing plan or applicable promotional packages chosen by you and at the expiry of that plan, in accordance with our then prevailing pricing plan.

9. Suspension or Termination of the Services

9.1 We are entitled to terminate, suspend, disconnect all or part of the Services without any notice and/or compensation, if:

- (a) you breach any terms in this Agreement;
- (b) you provide incorrect, false or incomplete information to us;
- (c) we have reasonable grounds to suspect fraud or other illegal conduct in relation to the Services or your Account by you or someone using the Services or your Account;
- (d) you have breached the Fair Use Policy;
- (e) we feel you may do anything which in our opinion lead to damage or create imminent physical harm (such as interruption, disruption or congestion) to our network or Services or defraud us;
- (f) upon the direction from a regulatory authority or government authority; or
- (g) you become a threat to the national security or is suspected of using the Services for malicious purposes that may threaten the security of our nation or public;

9.2 In spite of the above, we may, without any liability to you, terminate or suspend all or any part of the Services without giving any reason.

9.3 If and when you make good your breach or default, we may restore the suspended or terminated Services after you pay the restoration or re-connection charges and other costs.

9.4 If we terminate the Agreement, you will forfeit any remaining call credit in the Account at the time of termination.

9.5 Termination of this Agreement will be without prejudice to any then existing rights and/or claims that we may have against you.

10. Personal Information

By providing your personal information or obtaining the Services, you acknowledge that you have given us your consent to collect, record, hold, store, use and disclose your personal information for purposes which are necessary or related to the provision of Services by Uni Comms according to our privacy policy which is available at <http://www.unicomms.com.my>.

11. Indemnity

You agree to indemnify us, our employees and officers against all loss, damage, liability and expenses incurred by us or them due to or as a result of any claim made or legal proceedings for defamation, infringement of intellectual property rights, theft, conversion, obscenity, property damage, personal injury or death or breach of any law or regulation brought against us or them in relation to your use of the Services or due to your act or omission in using the Services.

12. Disclaimer

We will provide the Services to you on "as is" and "as available" basis and you agree and accept that you must use the Services and rely on information obtained through using the Services at your own risk. We do not make any representation and disclaim warranties of any kind in relation to the Services including but not limited to availability, accessibility, timeliness and uninterrupted use of the Services; or sequence, accuracy, completeness, timeliness or the security of any Content or information transmitted using the Services or provided to you as part of the Services and we also disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.

13. Matters Beyond Our Control

13.1 We do not guarantee or warrant that the Services will be free from any fault, error or interruption, due to matters beyond our control. We will not be liable for any inability to use or access the Services, interruption or disruption of the Services, delay or failure resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, any natural disasters such as fire, flood, earthquake, equipment failure, computer or software malfunction, electrical and power failure, fault, interruption or disruption of our network, or of your equipment or the equipment of any third party, riot, strikes, lock-out, industrial dispute (whether or not involving our employees) or epidemics of infectious disease.

14. Exclusion and Limitation of Liability

14.1 We exclude all liabilities including our negligence from your use of the Services.

14.2 We will not be liable to you or to any persons claiming through you for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any special or consequential loss including loss of profits, data, revenue, business and anticipated savings of any nature whatsoever including but not limited to the following:-

(a) your use or inability to use or access the Services for whatever reason, the quality of Services, the information available via the Services or arising out of any action taken in response to or as a result of such information available via the Services;

(b) any upgrading or modification to the Services as we deem necessary for the proper and efficient functioning of our telecommunication system;

(c) any act, omission, error, default by us and/or our related companies, its officers, employees and agents in relation to the Services;

(d) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Services and any claims arising out of any of your act, omission, negligence or default in relation to any part of the Services;

(e) any interruption, suspension, termination, malfunction, unauthorised use, defect or loss of the mobile terminal equipment and/or the Services for whatever reasons;

(f) any loss, distortion or corruption of data arising from the use of Services to transmit lawful or unauthorised access to your transmission of data;

(g) any interruption or unavailability of the Services as a result of any adverse weather conditions, electromagnetic interference, equipment failure or congestion in our or our related companies networks or telecommunication system;

(h) any inconvenience caused to you.

14.3 Despite the above, our entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to you shall be limited to either RM500 or the total of your Charges in the 3 months preceding the relevant event or series of events, whichever is lower.

15. Promotional Packages

15.1 If your subscription is made pursuant to a promotional package, you agree to all additional terms and conditions applicable to that package, which shall be read as supplementary to this Agreement. We

expressly reserve the right to withdraw any promotional package at any time without assigning reasons for such withdrawal and shall not be liable for the losses and damages suffered by you.

15.2 Where the promotional package involves a third party, you must also comply with all requirements imposed by that third party and acknowledge that we may take any action requested by that third party to protect their interests.

16. Third party services or products

We are not responsible for and do not endorse any third party services or products which you access, use or acquire together with the Services. We are also not responsible for any loss or damage caused by such services or products.

17. Transfer

You may only transfer your rights under this Agreement with our prior written consent. We may assign, novate or transfer all or part of our rights and obligations under this Agreement to others without your prior consent upon notice to you (which may include advertisement, statements, letters, by posting on our website or such other forms as we deem appropriate).

18. Amendments

We may, in our absolute discretion and at any time, amend, add or delete any of our terms and conditions, and/or our tariffs and pricing plans and/or withdraw, add, delete, substitute, terminate, discontinue, suspend or change any of our Services without any liability to you. We will endeavour to notify you of such changes. Your continued use of the Services after such changes have been made and communicated to you will be deemed to be your acceptance and agreement to such changes and you will still liable to pay the Charges in full.

19. Notices

19.1 Notices, or other communication from us to you under this Agreement will be deemed given if published on our official website <http://www.u.com.my> and/or published in national daily newspapers in the main languages which are circulated generally throughout Malaysia or and are deemed served upon posting, faxing, delivery by hand or publication.

19.2 Service of legal process upon you may be effected by registered post to your last known address (if you are an individual) or to your registered address (if you are a body corporate or business entity) according to your contact details in our records or other address notified to us and shall be deemed served upon posting.

19.3 All notices to us must be in writing and sent to Customer Service.

20. Mobile Number Portability

20.1 If you Port a mobile number you have obtained from us to use with the Services to another mobile service provider, you acknowledge and agree with the following:-

(a) you must settle all outstanding contractual obligations before you are allowed to Port;

(b) you may only Port a mobile number for which you are the authorised holder;

(c) the requirements in the MNP Code and any bilateral agreements made between Uni Comms and the other mobile service provider must be met before you may Port your mobile number;

(d) you can only Port the mobile number, you cannot port the Service;

(e) your Agreement with us is deemed terminated when the UNI COMMS SIM Card is deactivated; and

(f) all unused credit and/or any other benefits are not transferable and will be forfeited.

20.2 If you Port the mobile number from another mobile service provider to our mobile network you acknowledge and agree with the following:-

(a) you are the authorised holder of the mobile number and you are authorised to Port your mobile number;

(b) you are only transferring your mobile number and not your previous services. When the Services commence you will use the services and features offered by us and not your previous mobile service provider on this mobile number;

(c) your request to Port to our mobile network will be treated as a new application to subscribe to our Services and, consequently, will result in the termination of your contract for services with your previous mobile service provider;

(d) despite Clause 2.1, your Agreement with us takes effect upon activation of the UNI COMMS SIM Card;

(e) you will remain liable for all outstanding contractual obligations with your previous mobile service provider including without limitation, past and future outstanding charges and/or termination charges, if applicable. We do not accept any responsibility and shall not be liable for or in connection with any such charges;

(f) all unused credit and/or any other benefits are not transferable from your previous mobile service provider to us and we will not be liable for providing any compensation or replacement for such unused credit and/or other benefits;

(g) we do not guarantee or warrant that your mobile number can be Ported from your previous mobile service provider to our mobile network. Your previous mobile service provider may reject your request to Port if the information you provide is incorrect or does not match the data held by them. In addition, your request to Port may be rejected if the MNP Code and any bilateral agreements made between Uni Comms and your previous mobile service provider requires the request to be rejected or if we cannot otherwise provide Porting for that mobile number in the circumstances;

(h) if your Port request is rejected by your previous mobile service provider, you may return the blank UNI COMMS SIM Card to Customer Service within thirty (30) days from the date of your Port request.

(i) we do not guarantee or warrant that your mobile number will be Ported to our mobile network within any specified time. You may not use the whole or part of your previous services due to the Porting process and we are not responsible for any loss of service during the Porting process;

(j) to the extent permitted by law, we are not liable to you or to anyone claiming through you for any damage, loss or cost or expense or other liability in contract, tort (including negligence or breach of statutory duty) or otherwise direct or indirect for or in connection with the Port or any act or omission by us;

(k) once you have submitted your Port request to us you must pay all applicable charges for processing your Porting request and any advance payment made will not be refunded in any circumstances even if your Port request is rejected;

(l) you can only cancel your Port request before your Port request is approved by your previous mobile service provider; however, any advance payment made for processing your Port request will not be refunded; and

(m) if you are Porting between GSM and WCDMA or any other mobile platform, you may need a 3G mobile phone which is compatible with our Services if you want to access our 3G Services.

21. Miscellaneous

21.1 This Agreement contains the entire agreement between you and us and supersedes all prior agreement, undertakings, negotiations and discussions between us.

21.2 If any of the terms in the Agreement are not valid or legally enforceable, the other terms will not be affected.

21.3 The laws and courts of Malaysia will govern this Agreement. Any processes or judgment may be served on you in the same way as the notices.

21.4 The clauses which by their nature survive termination of this Agreement shall so survive including without limitation, clauses 7.4, 8.1(f), 11, 12, 14 and 16 shall apply even after the Agreement comes to an end.

21.5 If we delay or do not take action to enforce our rights under the Agreement, this does not stop us from taking action later.

21.6 If there's any conflict between these Terms and Conditions, Fair Use Policy and terms in other documents which are expressly agreed to form part of the Agreement, the conflict will be resolved in the following order: terms in the other documents, these Terms and Conditions and the Fair Use Policy.

21.7 These terms and conditions shall be effective to the extent not forbidden by law. Nothing in the Agreement shall be construed as an attempt to contract out of any provisions of the Consumer Protection Act 1999 (if and where the Act applies).

21.8 You are responsible for all current and future taxes including service tax stamp duty and any other charges imposed by law in connection with the Services or the preparation of the Agreement. If we are required under any law to deduct or withhold any sum as taxes imposed on any amount payable to us, the amount payable to us will be increased by such amount necessary to ensure that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

22. In this Agreement, when we say:

"Account"

means all records about you, including your personal account information, your use of the Services, your Charges and payments.

"Active Period"

means the period commencing from either the time we Connect you and ending 30 days later if you have

purchased the UNI COMMS SIM Card for the first time, or commencing from your reload and ending on a date commensurating with the validity period of the credit you reloaded via the Top-up Voucher.

"Agreement"

means your agreement with us for the supply of Services which is made up of these Terms and Conditions and other terms in documents which are expressly agreed to form part of the Agreement including without limitation all subsequent supplements signed by you and accepted by us for additional Services, all unilateral amendments, variations, additions and deletions by us.

"Charges"

means all charges to be paid by you to us for using the Services which include without limitation, any other charges / fees and or service tax.

"Connect"

means the process by which we give you access to the Services.

"Content"

means any information, text, sound, music, software, applications, photographs, videos, graphics, data, messages or other multimedia content that can be accessed using the Services

"Customer Service"

means our service team who will help with your queries and whose contact details will be made available in our customer information publication as amended by us from time to time.

"Grace Period"

Means the period commencing from the day following the end of the Active Period and ending 90 days later.

"Fair Use Policy"

means our policy which applies to your use of the Services which is available on our website.

"MNP Code"

means the Mobile Number Portability industry code of practice implemented by the regulatory authorities.

"Port" or "Porting"

means you are able to bring your mobile number to our mobile network or to your new mobile service provider.

"Roam" or "Roaming"

means using the Services in an area where we do not have our own network coverage whether within Malaysia or the rest of the world and where those third party networks are operated by other service providers with whom we have arrangements to allow you to Roam on those networks.

"Services"

means any mobile telecommunication and multimedia services we provide to you under this Agreement and includes where applicable, additional functions, features or facilities which will be made available by us from time to time and may be subscribed by you in connection with the Services.

"Top-Up Voucher"

means a prepaid voucher, whether in physical form or otherwise, sold by us or on our behalf to you which carries unused call credit.

"UNI COMMS SIM Card"

means the Universal Subscriber Identification Module Card issued by us to you for using our Services.

"We" or "us" or "our"

means Uni Comms International Sdn Bhd (574382-V)

"You" or "your"

means you, our customer to whom the UNI COMMS SIM Card has been issued.