



Sales Intelligence Workforce Automation (SIFU) Terms of Use and Access

1) ACCEPTANCE OF TERMS – GENERAL

1.1 The use of this Website and App (hereinafter defined) is subject to the terms and conditions (“T&C”) provided herein. By accessing and using the Website and/or App you agree to be bound by this T&C and any modifications and amendments, which may be posted by TM on the Website and/or App from time to time. You agree that TM may modify and amend this T&C at any time without notice. Unless explicitly stated otherwise, any new feature or service introduced by TM in the Website and/or App, shall be subject to this T&C. All such notices are hereby incorporated by reference into the T&C. You are responsible for regularly review the T&C to learn about the updated terms. By continuing to use the Website and/or App, you are deemed to have agreed to be bound by any modifications and amendments to this T&C.

1.2 You are required to register as a user and is required to sign in with your user Id and password to continue browsing the Website and/or App.

1.3 The following terms in the T&C shall be defined as follows:

“You” shall mean any user of the Website and/or App.

“Personal Data” shall mean any information collected that can identify you as a user to the Website and/or App.

“TM” shall mean TM Technology Services Sdn Bhd and “TM Group” shall mean any subsidiary and affiliate companies of Telekom Malaysia Berhad.

“Website” and/or “App” shall mean SIFU. SIFU is a Sales Intelligence Workforce Automation platform aim to streamline sales process by automating workflows to reduce the time from event planning to execution and provide real time insights to sales workforce.

2) USE AND SECURITY

2.1 Information on the Website and/or App may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. TM may also make improvements and/or changes to the Website and/or App at any time without notice.

2.2 The Website and/or App may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access the Website and/or App and assume all risk associated therewith.



- 2.3 The Website and/or App may not be available to be accessed from all regions and countries of the world. TM reserves the right, in its sole discretion, to limit or terminate your ability to access the Website and/or App from certain regions or countries, and you assume all risk associated with the accessibility of the Website and/or App from any given region or country of the world.
- 2.4 The Website and/or App collects or receives and stores certain personal non-identifiable information. Such information is collected passively using various technologies and for now cannot be used to specifically identify you. This information may include:-
- device-specific information such as hardware model, operating system version, unique device identifiers, mobile network information, memory, sound card data, Internet Protocol (IP) address;
 - cookies that may uniquely identify your browser;
 - details of how you access and/or use the Website and/or App for example your search queries;
 - total number of visitors accessing and/or using the Website and/or App;
 - diagnostic and usage data generated by your device;
 - how you and other users use and interact with the Website and/or App, even if you are not registered at or signed in.
 - details whether you open, read, or delete messages sent via targeted marketing which includes web beacons, cookies or similar technologies.
 - location-based information while you are using the App, to provide location-based services.
- 2.5 The above is collectively known as “Non-Personal Information”. If we do combine Non-Personal Information with Personal Data, the combined information will be treated as Personal Data for as long as it remains combined.
- 2.6 If you do not wish for your Personal Data to be collected via cookies, you may deactivate cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser.
- 2.7 TM reserves the right to limit or prohibit your entry into its Website and/or App in its sole discretion and shall not be liable for such limitation or prohibition.



3) YOUR CONDUCT

- 3.1 You agree to use the Website and/or App only for lawful purposes and in accordance with this T&C.
- 3.2 You agree to notify TM immediately of any unauthorised use or any other breach of security at the end of each session. TM cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 3.3 You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication while using the Website and/or App. Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding on-line communication in the country in which you reside.
- 3.4 You may not use the Website and/or App in any manner that could damage, disable, overburden, or impair the Website and/or App or interfere with any other party's use of the Website and/or App. You may not attempt to gain unauthorised access to the Website and/or App, computer systems or networks, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available in the Website and/or App.
- 3.5 You undertake not to extract, download, disclose, reproduce or modify any content featured in the Website and/or App other than for the purpose approved by TM in writing whether in private or public platform.
- 3.6 You undertake not to share your user access to the Website and/or App (user Id and password) with any third party other than for the purpose approved by TM in writing whether in private or public platform

4) TERMINATION/ACCESS RESTRICTION

- 4.1 Without limiting anything herein contained, TM reserves the right to terminate your access to the Website and/or App at any time without notice and for any reason.
- 4.2 In addition to any termination rights TM may have under this T&C, TM may terminate your access to the Website and/or App without notice and in its own discretion in the occurrence of the following:
 - 4.2.1 You materially violate any notice posted from time to time in the Website and/or App, any applicable law, rule or regulation; or
 - 4.2.2 Any law, regulation, or governmental action renders all or any portion of the Website and/or App has become unlawful or impracticable; or



- 4.2.3 Your use of the Website and/or App impairs or threatens to impair the integrity or functionality of TM network in any manner; or
 - 4.2.4 If TM believes that you have violated or acted inconsistently with this T&C.
- 4.3 You agree that TM shall not be liable to you or any third-party for any termination of your access to the Website and/or App.

5) DISCLAIMER & LIMITATION OF LIABILITY

- 5.1 TM makes no warranty that the Website and/or App will meet your requirement or guarantee the Website and/or App will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through the Website and/or App are true, accurate, or are free of viruses or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining any reasonable effort to minimise reconstruction of any lost data. Use of the Website and/or App is at your own risk and you are solely responsible for all damages resulting there from.
- 5.2 The Website and/or App is not intended for “mission critical” circumstances and is provided on an “as is,” “where is” and “as available” basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non infringement or implied warranties of merchantability or fitness for a particular purpose.
- 5.3 To the maximum extent permitted by applicable law, TM disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non infringement with respect to the Website and/or App and transactions performed through the service or on the Internet generally. TM makes no representations or warranties as to the quality of the call or any connection to or any transmission over the Internet.
- 5.4 To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall TM be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if TM has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use the Website and/or App, or any changes thereto and unauthorised access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered or arising in connection with the fraudulent or unlawful acts of any third party.
- 5.5 You specifically agree that TM is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another’s rights, including intellectual property rights.
- 5.6 If you are dissatisfied with the Website and/or App, the materials available contain thereto or with the provisions of this T&C, you agree that your sole and exclusive remedy is to discontinue using the Website and/or App.



5.7 TM will take reasonable measures to maintain the privacy and security of all private information provided by you to the Website and/or App, but third parties (such as hackers) may breach or attempt to breach TM's security measures or may gain unauthorised access to TM database or other equipment containing your information. You agree that TM shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of the Website and/or App or any other company equipment or user information.

6) INDEMNITY

You agree to indemnify, defend and hold TM, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Website and/or App harmless from and against all losses, expenses, penalty, damages and costs, including attorneys' fees, resulting from any violation by you of this T&C.

7) LINKS TO THIRD PARTY SITES

7.1 The Website and/or App may contain links to third party Web sites ("Linked Websites") and include advertisements. Such links and advertisements are provided to you only as a convenience. TM shall not be responsible if the Linked Website is not working appropriately. TM has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or advertisement, including without limitation any link contained in a Linked Website and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.

7.2 Any dealings with third parties (including advertisers) over the Linked Websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that TM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from a Linked Website is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. TM has no responsibility or liability for any merchant or your relationship with such merchant.



8) DISCLOSURE AND CONFIDENTIALITY

- 8.1 TM reserves the right to disclose any personal information about you or your use of the Website and/or App without your prior permission, in good faith believes that such action is necessary to:
- 8.1.1 conform to legal requirements or comply with legal process;
 - 8.1.2 protect and defend the rights or property of TM or its holding or affiliated company;
 - 8.1.3 enforce this T&C; or
 - 8.1.4 act to protect the interests of its members or others.
 - 8.1.5 Any non-personal information or material sent to TM by you will generally NOT be treated as confidential.

9) PROPRIETARY RIGHTS COPYRIGHT

- 9.1 The Website and/or App, all images, text, graphics, logos, sound, programs and any other material (“Content”) are protected by trademark, copyright, or other intellectual property laws of Malaysia and international treaties. Any commercial use of the Website and/or App and Content is strictly prohibited, without TM express and prior written consent. Any reproduction or redistribution of the Content, not in accordance with the T&C herein is expressly prohibited by law, and may result in severe civil and criminal penalties.
- 9.2 Elements of the Website and/or App, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
- 9.3 No logo, graphic, sound or image from this Website and/or App may be copied or retransmitted unless expressly permitted by TM.

10) TRADEMARKS AND THIRD PARTY MATERIALS

TM reserves all rights in its corporate names, service marks, logos, trade names, trademarks, Websites and/or App and domain names (collectively “Marks”) and nothing in this T&C grants you the license to use such Marks. Additionally, other marks which appear on this site may be marks of third parties that are not affiliated with TM. TM and the TM Group do not control or endorse the content of third party websites.

11) USER GENERATED CONTENT

- 11.1 As a user to this Website and/or App, You may be allowed to post any User Generated Content (“User Content”) and You agree, by submitting your contribution, you grant TM



a perpetual, royalty-free, non-exclusive, sublicensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution.

- 11.2 You also hereby grant other user of the Website and/or App a non-exclusive license to access your User Content in the Website and/or App, and to use such User Content only as permitted through the functionality of this T&C.
- 11.3 You understand and agree that TM may retain and store, but not display, distribute, or perform, server copies of User Content that has been removed or deleted. The above licenses granted to TM, by You in User Content is irrevocable.
- 11.4 Further to the foregoing paragraph, by submitting your User Content to us, You warrant that:-
- your User Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable TM to use of the User Content in the manner required by us and that you have the right to make it available to us for all the purposes specified above;
 - your User Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
 - your User Content does not infringe the law;
 - You shall be solely responsible for your own User Content and the consequences of posting or publishing them;
 - You will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein; and/or
 - waive any moral rights in your User Content for the purposes of its submission to and publication the Website and/or App and the purposes specified above.
- 11.5 You understand that whether or not such User Content is posted, TM does not guarantee any confidentiality with respect to any User Content. TM does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Content upon notification that such Content or User Content infringes on another's Intellectual Property Rights. We further reserve the right to remove any Content or User Content without prior notice.



- 11.6 You understand and agree that we may review and delete any User Content that you posted at any time without notice, without liability and for any reason whatsoever, especially if you breach the terms and conditions herein.
- 11.7 We reserve the right to investigate and take appropriate legal action, in our sole discretion, against You for the User Content especially if it violates TM policy and report you to the Appropriate Authority.

12) DATA SECURITY AND ENVIRONMENTAL, SOCIAL & GOVERNANCE

Each party:

- 12.1 You understand the need to follow and implement standard information security protocols pertaining to the security of data information as well as confidential data and information appropriate for its industry. If TM shall establish cyber security safeguards appropriate for the T&C under industry standards and that comply with any applicable laws, rules, regulations of the jurisdiction where the related works in relation to the T&C is being performed;
- 12.2 TM shall use commercially reasonable efforts to comply with applicable environmental, social and governance (“ESG”) laws and regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance. You agree to respond diligently to requests of information on ESG matters received from each other. In case any ESG incident occurs, each You undertakes shall proactively inform the other as soon as practicable.

13) GENERAL

- 13.1 This T&C are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between you and TM regarding this T&C will be subject to the exclusive jurisdiction of the courts located in Malaysia and you expressly waive all defenses to jurisdiction. You agree that the Website and/or App shall, for the purpose of determining jurisdiction and applicable law, be deemed to have originated and been provided by TM in and from Malaysia.
- 13.2 This T&C contain the entire understanding between the parties hereto with respect to the Website and/or App, and supersedes all previous oral or written agreements or understandings between you and TM, and no advice or information, whether oral or written, obtained by you from this Website and/or App (whether before or after the date you accept this T&C) shall create any obligation or warranty on the part of TM not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by TM Group, third-party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this T&C.



- 13.3 TM's performance of this T&C is subject to existing laws and legal process, and nothing contained in this T&C is in derogation of TM right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website and/or App or information provided to or gathered by TM with respect to such use.
- 13.4 If any provision of this T&C is held invalid, the remainder of this T&C will continue in full force and effect, and if any provision(s) of the T&C is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. This T&C shall not be construed against any party as the principal draftsman hereof. A printed version of this T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.
- 13.5 TM's failure to insist upon or enforce strict performance of any provision of this T&C shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by TM in writing.
- 13.6 Notices to you shall not be modified, except by an express modification by TM as described herein and may be made via either email or regular mail or by displaying notices or links to notices to you generally on the Website and/or App.
- 13.7 TM reserves the right to amend any of the provisions of this T&C from time to time. Amendments will be effective immediately upon being uploaded on the Website and/or App. Your continuous use of the Website and/or App will represent an agreement by you to be bound by this T&C as amended.
- 13.8 You may not assert any claim against TM in connection with the Website and/or App unless you have given TM written notice of the claim within fourteen (14) days after you knew or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the Website and/or App must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
- 13.9 TM may assign its rights and duties under this T&C to any party at any time without notice to you and this T&C shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.
- 13.10 Should you have any questions concerning the T&C, please contact sifu_support@unifi.com.my

[end of clauses]