

TERMS AND CONDITIONS FOR UNIFI PLUS BOX SUBSCRIPTION

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO UNIFI PLUS BOX. THIS TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI AND UNIFI TV PACKS (“Unifi Service”). BY SUBSCRIBING TO UNIFI PLUS BOX BELOW IN ADDITION TO YOUR CURRENT UNIFI SERVICE SUBSCRIPTION, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY EACH RESPECTIVE TERMS AND CONDITIONS.

1. The unifi Plus Box Service

- (i) unifi Plus Box is a service offered by Telekom Malaysia Berhad (“TM”) that enable Unifi Service subscribers to receive content (Unifi TV or TM OTT Partner content) through a media box for viewing via a television set.
- (ii) Upon subscription of this unifi Plus Box Service, the Unifi Service Subscriber will receive a media box (warranty applicable) subject to the terms and conditions contained herein.
- (iii) The Subscriber to Unifi Service will have an option to add, a maximum of three (3) additional unifi Plus Box Service, on top of the existing set-top-boxes or media box received during the current subscription of unifi Service, subject to the applicable rate as stated below.
- (iv) Each unifi Plus Box Service subscription comes with a recurring monthly charges of RM10 with twenty four (24) months Minimum Subscription Period (MSP). The monthly charges will be reflected in TM bill.

2. ELIGIBILITY

(i) **Categories of subscription:**

unifi Plus Box Service is available for subscription as ADD ON for existing Unifi Service Subscribers as per the following Subscriber’s categories:

No.	Categories	Option
1.	Existing Unifi Service subscriber with unifi TV pack (Ultimate/ Varnam Plus/ Aneka Plus / Ruby Plus /Jumbo Lite)	Option 1 Upgrade to any of the following unifi Service with media box: <ul style="list-style-type: none">a) Unifi 300Mbps, orb) Unifi 100 Mbps with Ultimate TV Pack, orc) Unifi 30Mbps with Ultimate TV Pack. OR Option 2 Add unifi Plus Box Service only as ADD ON (up to 3 media box) per each Unifi account.

2.	Existing Unifi Service Subscriber without unifi TV pack	Upgrade to any of the following unifi Service with media box : d) Unifi 300Mbps, or e) Unifi 100 Mbps with Ultimate TV Pack, or f) Unifi 30Mbps with Ultimate TV Pack. With option to add unifi Plus Box Service as ADD ON (up to 3 media box) per each Unifi account upon any Unifi Service upgrade.
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Table 1

(ii) Pre-requisite requirement:

- (a) The subscriber of unifi Plus Box Service must have an active subscription of unifi Service (minimum of 30 mbps) with subscription of unifi TV Packs.
- (b) Existing unifi Service features [internet speed, VOIB / phone, unifi TV pack or any value added service (VAS)] shall be maintained and remain active throughout the subscription period of the unifi Plus Box Service to avoid any service interruption.

3. EFFECTIVE DATE OF UNIFI PLUS BOX SERVICE SUBSCRIPTION

The subscription period of the unifi Plus Box Service will commence from the date of installation of the media box at Subscriber's premise.

4. SUBSCRIPTION METHOD

unifi Plus Box Service can be subscribed via any of the following methods:

- a) Live Chat;
- b) unifi Website (www.unifi.com.my);
- c) Any TMpoint/TM Authorised Dealers nationwide
- d) TM's authorized resellers.

5. TERMINATION OF UNIFI PLUS BOX SERVICE

- (i) A penalty will be imposed for any termination of unifi Plus Box Service prior to the expiry of MSP.
- (ii) The termination penalty shall be calculated as follows:

(Monthly Subscription Fee x Number of remaining months of MSP)

- (iii) The above penalty shall be reflected in TM's bill.
- (iv) Termination of unifi Plus Box Service can be made via TM Customer Service Center (call 100), TM live chat at livechat.tm.com.my or any TMpoint.

- (v) Notwithstanding the above, in the event the Subscriber commits a breach or potential breach of termination or suspension of any unifi Plus Box without compensation of any kind to the Subscriber. TM shall take all reasonable effort to notify the Subscriber of any breach or potential breach prior to such termination or suspension.

6. SUBSCRIBER'S OBLIGATION

- (i) The Subscriber shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscription of the unifi Plus Box Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same.
- (ii) The applicable rate for any unifi Plus Box Service is subject to Service Tax or similar tax, whichever applicable.
- (iii) There is no one-time charge applicable for the subscription of unifi Plus Box Service to any category of subscriber.

7. WARRANTY AND LIMITATION OF LIABILITY

For details of warranty policy, you may refer to the Warranty policy available at <https://unifi.com.my/tv/plus-box/index.html> or at the unifi Plus Box manual guide.

8. REFUSAL OF SUBSCRIPTION

TM reserves the right to refuse subscription of any individuals that it determines to be acting in breach or potential breach of either unifi Service or this Terms and Conditions.

9. CANCELLATION, TERMINATION, MODIFICATION, SUSPENSION OR DELAY

TM reserves the rights at all time to cancel, terminate, modify, suspend or delay the subscription of unifi Plus Box Service. For the avoidance of doubt, any cancellation, termination, modification, suspension or delay by TM shall not entitle the Subscriber to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Subscriber as a direct or indirect result of such action by TM.

10. DISCLAIMER

- (i) TM does not guarantee nor provide any warranties whatsoever that the content in unifi TV and as well any TM OTT Partner apps/ content for any information or data accessed by the Subscriber through the media box will not contain the following:
 - a) any elements that is contrary to law including but not limited to elements which promotes or encourages, theft, fraud, drug-trafficking, money-laundering or terrorism; or
 - b) incites violence, sadism, cruelty or racial or religious hatred; or

- c) contains blatant bigotry; or
 - d) promotes, encourages and/or facilitates prostitution, pedophilia and any unnatural acts of a carnal nature; or
 - e) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
 - f) contains any element which may be and/or deemed offensive, obscene, upsetting, seditious or defamatory to the Subscriber.
- (ii) The Subscriber shall exercise discretion while using the media box for the unifi Plus Box Service at all time in accordance with the purpose of subscription. TM shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any illegal or unauthorized usage, information or content accessed through the media box or breach of 3rd party intellectual Property.
 - (iii) TM does not warrant that any content or data accessed via the media box, (a) will not be interrupted or error-free, or (b) will prevent unauthorised access by third parties. TM does not authorize anyone to make a warranty of any kind on its behalf and the Subscriber should not rely on anyone making such statements.
 - (iv) The broadcast of any programs on the media box shall be subject to the license rights granted to TM by the content owners or licensors. TM does not provide any warranty whatsoever that all programs broadcasted on unifi TV Packs or TM OTT Partner will be broadcasted to the Subscriber at all times. TM reserves the right to review the channels made available in unifi Plus Box Service from time to time and/or substitute any channel or content (at TM's sole discretion) in accordance with the license rights and license period that have been granted to TM.
 - (v) The Subscriber understands and agrees that TM is providing the unifi Plus Box Service on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event TM will be liable to the Subscriber for any direct, indirect, consequential or special damages whatsoever suffered by the Subscriber or any other party relating in any way to the use of media box by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.

11. INDEMNITY

- (i) Notwithstanding anything to the contrary, the Subscriber will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on the part of the Subscriber, in the performance of or failure to perform its obligations under this Terms and Conditions or in relation to the Subscriber's use of unifi Plus Box during the subscription period.
- (ii) The Subscriber will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any intellectual property rights by the Subscriber and/or any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Subscriber's costs.

12. LAWFUL PURPOSES

The subscriber shall only use the unifi Plus Box Service for lawful purposes only and not in violation of any applicable local, international, federal or state law or regulations including transmission or installation of any illegal or unauthorized material to or by any party, modification or alteration of any equipment, hardware, software or application related or to any connection of unifi Plus Box, or breach of TM or 3rd party intellectual property. At all material times, the subscriber shall not re-sell the media box to 3rd Party and the said box shall be exclusively provided by TM to its customer.

13. AMENDMENTS AND VARIATION

TM reserves the rights to change, amend, delete or add on to this Terms and Conditions at any time without prior written notice and the Subscriber hereby agrees to be bound by such amendment(s).

14. EXTENSION TO THE unifi TERMS AND CONDITIONS

This Terms and Conditions is in addition to the General Terms and Conditions for unifi Service (available for viewing at www.unifi.com.my). In the event of inconsistencies between any of the provision of the General Terms and Conditions for unifi and this Terms and Conditions, the General Terms and Conditions for unifi shall prevail to the extent of such inconsistencies.

15. FORCE MAJEURE

Neither party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

16. GOVERNING LAW AND JURISDICTION

This Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection thereof shall be subjected to the exclusive jurisdiction of Malaysian courts.

17. NOTICE OR DELAY

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Terms and Conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, telegram, facsimile or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of facsimile, upon successful completion of transmission; in the case of email upon sending; in the case of telegram or hand delivery or courier, the next business day after it has been delivered.

18. SUBSCRIBER'S PERSONAL DATA AND INFORMATION

Each party shall at all times comply with the Personal Data Protection Act 2010.