

TERMS AND CONDITIONS
(For the unifi-ShemarooMe Offering)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE UNIFI – SHEMAROOME OFFERING. THESE TERMS AND CONDITIONS ARE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI AND BROADBAND FOR RESIDENTIAL (AND ANY OTHER RELATED TERMS AND CONDITIONS). BY SUBSCRIBING TO THE UNIFI – SHEMAROOME OFFERING, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OTHER RELATED TERMS AND CONDITIONS.

1. DEFINITIONS

1.1. In this Terms and Conditions, the following words and expressions shall have the following meanings:

“Access Period” means the period of time, commencing from the first time the Eligible Subscriber activates their ShemarooMe account (“Activation Date”)
“Eligible Subscriber” means TM’s existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above.
“Free Access Period” means the thirty (30) days free trial access period provided under the Campaign, commencing from the Eligible Subscriber’s Activation date to enjoy the ShemarooMe Content Access subject to the Terms and Conditions contained herein.
“Intellectual Property Rights” means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
“Campaign Period” means the period of time between the Promotion Start Date and the Promotion End Date as determined by TM.
“TM” means Telekom Malaysia Berhad (Company No. 198401016183 (128740-P)), a company incorporated under the laws of Malaysia with its business address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, including any of its subsidiaries that is authorised to act on behalf of TM to conduct and manage this Campaign.
“Terms and Conditions” means the terms and conditions for the unifi-ShemarooMe Offering.
“ShemarooMe Apps” means and refer to the online entertainment audio-visual content, including, films and television shows, streamed over the Internet through connected devices, including but not limited to the mobile application or ‘app’, available through the Apple Store or the Google Play Store, and smart televisions provided by Shemaroo Entertainment Ltd.

ShemarooMe Content Access

means the right to access ShemarooMe's online entertainment audio-visual content via ShemarooMe app on mobile devices and android TV box.

- 1.2. Words and expressions denoting the singular include plural numbers and word and expressions denoting the plural shall include the singular number unless the context otherwise require.
- 1.3. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- 1.4. The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

2. UNIFI – SHEMAROOME OFFERING

- (i) unifi – ShemarooMe Offering (hereinafter referred to as the "Campaign") is content access application offered by Telekom Malaysia Berhad ("TM") to all its existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above. ("**Eligible Subscribers**", or "**you**" or "**your**") in association with ShemarooMe.
- (ii) As Eligible Subscriber, you will be offered access to the subscription service provided by ShemarooMe to its subscribers to access to the ("**ShemarooMe Apps**") for online entertainment audio-visual content, including films and television shows, streamed over the Internet through connected devices, including but not limited to the mobile application or 'app', available through the Apple Store or the Google Play Store, respectively ("**ShemarooMe Apps**") for the ("**Access Period**"), subject always to the Terms and Conditions herein.
- (iii) You only need to pay a monthly subscription fee of RM 8.00 to enjoy unlimited ShemarooMe Content Access.
- (iv) Upon Subscription, an Eligible Subscriber are entitled to a one time thirty (30) days Free Access Period subject to the Terms and Conditions contained herein.
- (v) The Campaign provides ShemarooMe Content Access to you for a maximum of four (4) ShemarooMe authorised devices simultaneously under one (1) subscribed account.

3. CAMPAIGN PERIOD

The Free Access Period is only valid from 01 February 2021 – 31 July 2021 ("**Promotion Period**"). Notwithstanding anything to the contrary, TM reserves the right to change the end date of the Promotion Period to an earlier or a later date, at their sole discretion.

4. ELIGIBILITY

- (i) All of TM's existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above are eligible to enjoy this Campaign.

5. ACCESS PERIOD

- (i) Your Access Period to the ShemarooMe Content Access will start from the first time you activate your ShemarooMe account using your unifi home network ("**Activation Date**").

- (ii) Your Free Access Period will also commence on your Activation Date and the charges will be reflected on your second month unifi auto-billing services.
- (iii) As Eligible Subscriber, you must maintain your status as an active unifi subscriber (no suspension or termination of service for any breach of any of TM's terms and conditions including failure to make prompt payment), failing which, your ShemarooMe Content Access will automatically be deactivated.
- (iv) The Free Access Period is not applicable if activation is done outside the Promotion Period.

6. SUBSCRIPTION METHOD

- (i) The subscription can be made via the following the steps below:
 - (a) You have to first download the ShemarooMe app via Google Play Store.
 - (b) Then, register to activate your ShemarooMe subscription with unifi auto billing and enjoy your 30 days' free trial.
 - (c) Notwithstanding the provision above, please take note that registration (sign-up) is not supported for iOS & HarmonyOS, however you can sign-in using your iOS devices and enjoy ShemarooMe Content Access on your iOS devices once sign-up has been completed.

7. YOUR REPRESENTATION AND WARRANTIES

- (i) By participating in this Campaign, you shall be deemed to have unconditionally accepted all the Terms and Conditions contained herein.
- (ii) You further agree to be bound by this Terms and Conditions and any of TM's decision with regard to this offering and/or Campaign and your subscription to any of TM's products and services shall be final and no correspondences on the dissatisfaction of such terms and conditions will be entertained.
- (iii) You hereby agree and acknowledge that by provision of the ShemarooMe Content Access during the Access Period to you, you shall be bound by the applicable terms and conditions set out by ShemarooMe for the same, available for viewing at <https://www.shemarooMe.com/terms-and-conditions> ("ShemarooMe Terms and Conditions"). In terms of any inconsistencies between these Terms and Conditions and the ShemarooMe Terms and Conditions in regards to the provisions related to the ShemarooMe Content Access, the ShemarooMe Terms and Conditions shall prevail to the extent of any inconsistency.
- (iv) You also agree to co-operate and comply with all reasonable requests of TM and/or ShemarooMe in connection with this Campaign and consents to receiving promotional, marketing and other publicity information from TM from time to time.

- (v) You understand that your entitlement to this Campaign is not transferable, exchangeable and for resale. No cash alternatives will be offered in lieu of this Campaign.
- (vi) Upon activation of the Access Period, you hereby agree to be ShemarooMe subscriber.

8. YOUR OBLIGATIONS

- (i) You shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscription of any of TM's products and services and ShemarooMe Content Access, if applicable, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that you may dispute the same for any reason(s) whatsoever.
- (ii) You will need to contact support@shemaroom.com for any support and assistance with regard to your ShemarooMe Content Access.

9. RENEWAL OF ACCESS PERIOD

- (i) Prior notification will be given to you before the expiry of the Free Access Period by TM and/or ShemarooMe that your 30 days' Free Access Period is expiring.
- (ii) Upon expiry of the Free Access Period, you may continue your ShemarooMe Content Access upon the payment of applicable subscription fees set out by ShemarooMe and in accordance with the ShemarooMe Terms and Conditions.

10. RIGHTS

- (i) TM and/or ShemarooMe reserve the right to vary, modify, cancel, terminate or suspend the Campaign or any part thereof with or without any prior notice.
- (ii) For the avoidance of doubt, the alteration, modification, cancellation, termination or suspension by TM and/or ShemarooMe of the Campaign or any part thereof shall not entitle the Eligible Subscriber to any claim and/or compensation against TM and/or ShemarooMe (in cash or in kind) for any and all loss or damage suffered or incurred by the Eligible Subscriber as a direct or indirect result of the act of alteration, modification, cancellation, termination or suspension of the Campaign.
- (iii) TM reserves the sole and absolute right to reject application by any disqualified unifi subscriber that is deemed ineligible for the Campaign.

11. SUSPENSION OR TERMINATION OF ACCESS PERIOD

- (i) Any suspension of your broadband or internet service (unifi & Broadband) will result in the suspension of your ShemarooMe Content Access. Reactivation of your ShemarooMe Content Access will only be done upon the reconnection of your broadband or internet service (unifi & broadband).
- (ii) No replacement of your Free Access Period will be given for the period where your broadband or internet service was being suspended.
- (iii) In the event of termination of your broadband or internet service (unifi & broadband), your ShemarooMe Content Access will also be automatically terminated.

- (iv) Notwithstanding the above, in the event that you commit a breach or potential breach of any term herein, TM reserves the right to take necessary action including but not limited to termination or suspension of your ShemarooMe Content Access without any compensation of any kind to you. TM shall take all reasonable effort to notify all Eligible Subscriber of any breach or potential breach prior to such termination or suspension.
- (v) In the event of termination of the unifi-ShemarooMe subscription by the subscriber, TM and/or ShemarooMe will not be liable to indemnify or refund the subscriber upon the termination of the subscription.

12. CANCELLATION, SUSPENSION OR DELAY

TM and/or ShemarooMe reserve the right to cancel, modify, suspend or delay the subscription to the Campaign in the event of any unforeseen circumstances beyond their reasonable control. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM and/or ShemarooMe shall not entitle Eligible Subscriber to any claim or compensation against TM and/or ShemarooMe for any and all loss or damage suffered or incurred by the Eligible Subscriber as a direct or indirect result of the said act(s).

13. DISCLAIMER

- (i) You acknowledge that no guarantees nor any warranties whatsoever are being provided that the content in the ShemarooMe Apps or any information or data accessed by you 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, paedophilia 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. You shall exercise discretion while viewing to the same at all times and TM and/or ShemarooMe shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed.
- (ii) No warranties are being provided that your ShemarooMe Content Access, (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 you should not rely on anyone making such statements.
- (iii) No warranties whatsoever are being provided that any and all programs in ShemarooMe website will be broadcasted to Eligible Subscriber at all times.
- (iv) You understand and agree that the ShemarooMe Content Access on "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 and/or ShemarooMe will be liable to you for any direct, indirect, consequential or special damages whatsoever suffered by you or any other party relating in any way to the use of your ShemarooMe Content Access or pursuant to any activities contemplated under this Terms and Conditions.

14. INDEMNITY

- (i) Notwithstanding anything to the contrary, you will defend, indemnify and hold TM and ShemarooMe 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 these Terms and Conditions or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the ShemarooMe Content Access during the Access Period.
- (ii) You will be responsible for and shall accordingly fully indemnify TM and ShemarooMe in respect of any breach or threatened breach of any Intellectual Property Rights by any of its representatives, and undertake 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 your costs.

15. EXCLUSION OF LIABILITY

By participating in this Campaign, you (or if you are the Eligible Subscriber's parent/legal guardian if entrant is a minor below 18 years of age) agree that (i) TM, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors; and (ii) ShemarooMe, and its employees, officers, k

16. AMENDMENTS AND VARIATIONS

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

17. EXTENSION TO THE UNIFI RESIDENTIAL TERMS AND CONDITIONS

This Terms and Conditions are in addition to the General Terms and Conditions for unifi (Residential) and your current terms and conditions of unifiTV subscription available for viewing at www.tm.com.my. In the event of inconsistencies between any of the provision of the General Terms and Conditions and these Terms and Conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.

18. FORCE MAJEURE

TM and ShemarooMe shall not 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, labour disputes, civil or military authority, pandemic, epidemic, sabotages, 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.

19. 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 subject to the exclusive jurisdiction of Malaysia courts.

20. 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, 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 hand delivery or courier, the next business day after it has been delivered.

21. YOUR PERSONAL DATA AND INFORMATION

Each Party shall at all times comply with the Personal Data Protection Act 2010 and TM's Privacy Notice, which the relevant clauses are available online at www.tm.com.my.

22. BRIBERY, CORRUPTION FRAUDELENT ACTS AND INDUCEMENT

- (i) Each Party hereby represents, warrants and undertakes that it shall comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts including to comply with TM anti-corruption policies and procedures in the course of performing and/or carrying out its obligations under and/or in connections with this Terms and Conditions.

- (ii) Notwithstanding any provision of this Terms and Conditions, TM shall have the right to terminate this Terms and Conditions with immediate effect by written notice to the Subscriber if it learns that the Subscriber has breached any of the terms set out in this clause and/or the Subscriber is found to have committed bribery, corruption and/or fraudulent acts prohibited under the applicable laws in Malaysia and, if applicable, any other jurisdiction in the course of performing and/or carrying out its obligations under and/or in connection with this Terms and Conditions.

- (iii) The Subscriber shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination ("Losses") based on sub-clause 22(ii) above. The Subscriber shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages.

23. SEVERABILITY

If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

24. INDULGENCE AND WAIVER

- (i) No delay or indulgence by TM in enforcing any terms of this Terms or Conditions or granting of time by TM to the Eligible Subscriber shall prejudice the rights or powers of TM under this Terms and Conditions or at law.
- (ii) Failure by TM to exercise any part or all of its rights under this Terms and Conditions or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

{End of Clause}