

## TERMS AND CONDITIONS for TM-YUPPTV

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE TM-YUPPTV. 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 TM-YUPPTV, 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:

<p><b>“Access Period”</b></p> <p>means the period of time, commencing from the first time the subscriber activates their YuppTV account (“Activation date”).</p>
<p><b>“Eligible Subscribers”</b></p> <p>means TM’s existing and new unifi (residential) customers and unifi Lite customers.</p>
<p><b>“Intellectual Property Rights”</b></p> <p>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.</p>
<p><b>“TM”</b></p> <p>means Telekom Malaysia Berhad (Company No. 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.</p>
<p><b>“YuppTV Apps”</b></p> <p>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, web browsers on computers; and smart televisions provided by YuppTV.</p>
<p><b>YuppTV Content Access</b></p> <p>Means the right to access YuppTV’s online entertainment audio-visual content via YuppTV app and web browser.</p>

## 1. TM-YUPPTV

(i) (i) TM-YUPPTV is content access application offered by Telekom Malaysia Berhad ("TM") to all its existing and new unifi and Broadband 4 & 8 Mbps (residential) customers ("Eligible Subscribers").

(ii) As Eligible Subscribers, you will be offered access to the subscription service provided by YuppTV to its subscribers to access 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, web browsers on computers; and smart televisions, respectively ("**YuppTV Apps**") for the Access Period (*defined below*), subject always to the Terms and Conditions herein ("**TM-YuppTV**").

## 2. ELIGIBILITY

(i) All of TM's existing and new unifi (residential) customers and unifi Lite customers are eligible to enjoy this TM-YUPPTV.

(ii) The TM-YuppTV provides YuppTV Content Access to you for a maximum of four (4) YuppTV authorised devices, with two (2) YuppTV authorised devices having simultaneous YuppTV Content Access.

## 3. SUBSCRIPTION METHOD

(i) To activate or exercise the option to avail of the TM-YuppTV for YuppTV Content Access through the YuppTV Apps for the Access Period, you MUST DO the following:

a. Go to <http://www.yupptv.com> through your unifi/unifi Lite network at home, through a web browser.

b. Choose up to two (2) packages offered by YuppTV namely, 'Tamil + YuppFlix package', 'Hindi + YuppFlix package', 'Telugu + YuppFlix package' 'Malayalam + YuppFlix package', 'Bengali + YuppFlix package' and 'YuppFlix' (collectively, "**Packages**").

c. Click the 'Accept' button after opting for up two (2) Packages to activate or exercise the option to avail of the TM-YuppTV.

d. Register (for first time user only) and login using the same credentials used for signing up with TM with the YuppTV Apps, after downloading the same to your authorised device, to avail of YuppTV Content Access under the TM-YuppTV.

(ii) Eligible Subscribers are allowed to activate TM-YuppTV by using one (1) unifi or unifi Lite account only.

(iii) Eligible Subscribers may also visit unifi TV website at [www.unifi.com.my/tv](http://www.unifi.com.my/tv) for instructions on how to activate your YuppTV account in order to enjoy this TM-YuppTV.

## 5. ACCESS PERIOD

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

(ii) 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 YuppTV Content Access will automatically be deactivated.

## 6. YOUR REPRESENTATION AND WARRANTIES

- (i) By participating in this TM-YuppTV, you shall be deemed to have unconditionally accepted all the Terms and Conditions.
- (ii) You further agree to be bound by this Terms and Conditions and any of TM's decision with regard to this TM-YuppTV 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 YuppTV Content Access during the Access Period to you, you shall be bound by the applicable terms and conditions set out by YuppTV for the same, available for viewing at <http://www.yupptv.com/termsconditions.aspx> ("**YuppTV Terms and Conditions**"). In terms of any inconsistencies between these Terms and Conditions and the YuppTV Terms and Conditions in regards to the provisions related to the YuppTV Content Access, the YuppTV 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 YuppTV in connection with this TM-YuppTV and consents to receiving promotional, marketing and other publicity information from TM from time to time.
- (v) Upon activation of the Access Period, you hereby agree to be YuppTV subscriber.
- (vi) Upon activation of the Access Period, you hereby agree to be YuppTV subscriber.

## **7. 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 YuppTV 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@yupptv.com](mailto:support@yupptv.com) for any support and assistance with regard to your YuppTV Content Access.

## **8. RENEWAL OF ACCESS PERIOD**

- (i) Before the end of the Access Period, prior notification will be given to you prior to expiry by TM and/or YuppTV that your Access Period is expiring.
- (ii) Upon expiry of the Access Period, you may continue your YuppTV Content Access upon the payment of applicable subscription fees set out by YuppTV and in accordance with the YuppTV Terms and Conditions.

## **9. SUSPENSION OR TERMINATION OF ACCESS PERIOD**

- (i) Any suspension of your broadband or internet service (unifi & unifi Lite) will result in the suspension of your YuppTV Content Access. Re-activation of your YuppTV Content Access will only be done upon the reconnection of your broadband service (unifi & unifi Lite).
- (ii) No replacement of your Access Period will be given for the period where your broadband or internet service service was being suspended.
- (iii) In the event of a termination of your broadband or internet service (unifi & unifi Lite), your YuppTV 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 and/or YuppTV reserve the right to take necessary action including but not limited to termination or suspension of your YuppTV Content Access without compensation of any kind to you.

(v) TM shall take all reasonable effort to notify all Eligible Subscribers of any breach or potential breach prior to such termination or suspension.

## **10. RIGHTS**

(i) TM and/or YuppTV reserve the right to vary, modify, cancel, terminate or suspend the TM-YuppTV 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 YuppTV of the TM-YuppTV Promo or any part thereof shall not entitle the Eligible Subscriber to any claim and/or compensation against TM and/or YuppTV (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 TM-YuppTV.

(iii) TM reserves the sole and absolute right to reject application by any disqualified unifi & unifi Lite subscriber that is deemed ineligible for the TM-YuppTV.

## **11. CANCELLATION, SUSPENSION OR DELAY**

TM and/or YuppTV reserve the right to cancel, modify, suspend or delay the subscription to the TMYuppTV Promo 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 YuppTV shall not entitle Eligible Subscribers to any claim or compensation against TM and/or YuppTV 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).

## **12. DISCLAIMER**

- (i) (i) You acknowledge that no guarantees nor any warranties whatsoever are being provided that the content in the YuppTV 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 YuppTV shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed.
- (ii) Not warranties are being provided that your YuppTV 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 YuppTV website will be broadcasted to Eligible Subscribers at all times.

- (iv) You understand and agree that the YuppTV 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 YuppTV 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 YuppTV Content Access or pursuant to any activities contemplated under these Terms and Conditions.

### **13. INDEMNITY**

(i) Notwithstanding anything to the contrary, you will defend, indemnify and hold TM and YuppTV 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 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 YuppTV Content Access during the Access Period.

(ii) You will be responsible for and shall accordingly fully indemnify TM and YuppTV 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.

### **14. EXCLUSION OF LIABILITY**

By participating in this TM-YuppTV, 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) YuppTV, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors, shall not be liable in any way for any losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive, general damages and/or special damages of any party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the TM-YuppTV Promo even if TM and/or YuppTV have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

### **15. AMENDMENTS AND VARIATIONS**

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

### **16. EXTENSION TO THE UNIFI RESIDENTIAL TERMS AND CONDITIONS**

These Terms and Conditions are in addition to the General Terms and Conditions for unifi (Residential) or unifi Lite (Residential) and your current terms and conditions of HyppTV

subscription available for viewing at [www.tm.com.my](http://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.

#### **17. FORCE MAJEURE**

TM and YuppTV 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, 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.

#### **18. 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.

#### **19. 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.

#### **20. YOUR PERSONAL DATA AND INFORMATION**

Each Party shall at all times comply with the Personal Data Protection Act 2010, which the relevant clauses are available online at [www.tm.com.my](http://www.tm.com.my).

*{End of Clause}*

## TERMS AND CONDITIONS

### (For the TM-YuppFlix Voucher Codes Six (6) Months Complimentary Access Campaign)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) CAREFULLY BEFORE YOU SUBSCRIBE TO THE TM-YUPPFLIX VOUCHER CODES 6 MONTHS COMPLIMENTARY ACCESS CAMPAIGN (AS *DEFINED BELOW*) (HEREINAFTER REFERRED TO AS “**CAMPAIGN**”). THESE TERMS AND CONDITIONS ARE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR ELIGIBLE SUBSCRIBERS (AS *DEFINED BELOW*) ALONG WITH THE TERMS AND CONDITIONS PRESCRIBED BY YUPPTV USA INC. (“**YUPPTV**”) FOR YUPPTV CONTENT ACCESS (AS *DEFINED BELOW*) THROUGH THE YUPPTV APPS (AS *DEFINED BELOW*) (AND ANY OTHER APPLICABLE TERMS AND CONDITIONS). BY SUBSCRIBING TO THE CAMPAIGN, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OTHER APPLICABLE TERMS AND CONDITIONS.

## 2. DEFINITIONS

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

<b>“Access Period”</b> means the period of time, commencing from the first time the subscriber activates their YuppTV account within the promotion period (“Activation date”) for a period of 6 months (“Access Period)
<b>“Eligible Subscribers”</b> means a subscriber that consents to the option to activate the promo code within the promotion period.
<b>“Intellectual Property Rights”</b> 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.
<b>“Promotion Period”</b> means the period of time between the Promotion Start Date and the Promotion End Date as determined by TM.
<b>“TM”</b> means Telekom Malaysia Berhad (Company No. 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.
<b>“YuppTV Apps”</b> 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, web browsers on computers; and smart televisions provided by YuppTV.
<b>YuppTV Content Access</b> Means the right to access YuppTV’s online entertainment audio-visual content via YuppTV app and web browser.

- 1.3. 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.
- 1.4. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- 1.5. The expression “him” or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

### **3. THE CAMPAIGN**

- (i) The Campaign is a new promotion worth up to RM10 offered by Telekom Malaysia Berhad (“**TM**”) to its new unifi plus box subscribers regardless of speed (30mbps, 100mbps & 300mbps) (“**Eligible Subscribers**”, or “**you**” or “**your**”) in association with YuppTV.
- (ii) As Eligible Subscribers, you will be offered access to the subscription YuppFlix service provided by YuppTV to its subscribers to access to the YuppTV Apps for the Access Period (“**YuppTV Apps**”) for the Access Period, within the Promotion Period (“**YuppFlix Content Access**”) for FREE (no additional or hidden charges/fees), worth up to RM10, subject always to the Terms and Conditions of the Cherein.

### **4. CAMPAIGN PERIOD**

The Campaign is valid from 01July 2020– 30 June 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.

### **5. VOUCHER EXPIRY / VALIDITY**

The Campaign’s voucher code has an expiry or validity of two (2) months from the day the customer receives offer via Short Message Service (SMS).

### **6. ELIGIBILITY**

- (i) An Eligible Subscriber is eligible for the the Campaign, if the option to accept the TM-YuppFlix promo is exercised or activated, within the Promotion Period, by the Eligible Subscriber.
- (ii) The Campaign provides YuppFlix Content Access to you for a maximum of four (4) YuppTV authorised devices, with two (2) YuppTV authorised devices having simultaneous YuppFlix Content Access for duration of the Access Period.

### **7. REDEMPTION**

You can redeem the voucher code(s) by following the methods below;

- (i) Visit <https://www.yupptv.com> or open YuppTV mobile app or YuppTV app in unifi Plus Box.
- (ii) If you are an existing YuppTV user, Sign into your account.
- (iii) If you are a new YuppTV user, Click Sign up button and complete your registration by entering Email Id, mobile number and password.
- (iv) After Sign up/Sign in is successful, visit <https://www.yupptv.com/redeemVoucher> (or) Redeem voucher option on our mobile app (From the side menu) (or) settings tab in YuppTV app in unifi Plus Box.
- (v) Enter your voucher code and click Apply button. Select the package to redeem your voucher code.



- (vi) After voucher code is redeemed successfully, visit <https://www.yupptv.com/movies> or “Movies” section at the top on YuppTV Home page/YuppTV app and start watching the movies.

Please be informed that the voucher code(s) is only applicable on selected campaign/promo basis only.

## 8. ACCESS PERIOD

- (i) Your access period to the YuppFlix Content Access will start from the first time you activate your voucher code within the Promotion Period (“**Activation Date**”) for a period of 6 months (“**Access Period**”);
- (ii) This Campaign is not applicable if activation is done outside the Promotion Period.

## 9. YOUR REPRESENTATION AND WARRANTIES

- (vi) By participating in this Campaign, you shall be deemed to have unconditionally accepted all the Terms and Conditions.
- (vii) You further agree to be bound by this Terms and Conditions and any of TM's decision with regard to this 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.
- (viii) You hereby agree and acknowledge that by provision of the YuppFlix Content Access during the Access Period to you, you shall be bound by the applicable terms and conditions set out by YuppTV for the same, available for viewing at <http://www.yupptv.com/termsconditions.aspx> (“**YuppTV Terms and Conditions**”). In terms of any inconsistencies between these Terms and Conditions and the YuppTV Terms and Conditions in regards to the provisions related to the YuppFlix Content Access, the YuppTV Terms and Conditions shall prevail to the extent of any inconsistency.
- (ix) You also agree to co-operate and comply with all reasonable requests of TM and/or YuppTV in connection with this Campaign and consents to receiving promotional, marketing and other publicity information from TM from time to time.
- (x) 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.
- (xi) Upon activation of the Access Period, you hereby agree to be YuppTV subscriber.

## 10. 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 YuppTV 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@yupptv.com](mailto:support@yupptv.com) for any support and assistance with regard to your YuppFlix Content Access.

## 11. RENEWAL OF ACCESS PERIOD

- (i) Before the end of the Access Period, prior notification given to you before the expiry of the Access Period by TM and/or YuppTV that your Complimentary YuppFlix Access Period is expiring.

- (ii) Upon expiry of the Access Period, you may continue your YuppTV Content Access upon the payment of applicable subscription fees set out by YuppTV and in accordance with the YuppTV Terms and Conditions.

## **12. RIGHTS**

- (i) TM and/or YuppTV 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 YuppTV of the Campaign or any part thereof shall not entitle the Eligible Subscriber to any claim and/or compensation against TM and/or YuppTV (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.

## **13. CANCELLATION, SUSPENSION OR DELAY**

TM and/or YuppTV 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 YuppTV shall not entitle Eligible Subscribers to any claim or compensation against TM and/or YuppTV 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).

## **14. DISCLAIMER**

- (v) You acknowledge that no guarantees nor any warranties whatsoever are being provided that the content in the YuppTV Apps or any information or data accessed by you will not contain the following:
  - (g) 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
  - (h) incites violence, sadism, cruelty or racial or religious hatred; or
  - (i) contains blatant bigotry; or
  - (j) promotes, encourages and/or facilitates prostitution, paedophilia and any unnatural acts of a carnal nature; or
  - (k) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
  - (l) 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 YuppTV shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed.
- (vi) Not warranties are being provided that your YuppFlix 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.

(vii) No warranties whatsoever are being provided that any and all programs in YuppTV website will be broadcasted to Eligible Subscribers at all times.

(viii) You understand and agree that the YuppTV 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 YuppTV 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 YuppTV Content Access or pursuant to any activities contemplated under these Terms and Conditions.

## **15. INDEMNITY**

(i) Notwithstanding anything to the contrary, you will defend, indemnify and hold TM and YuppTV 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 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 YuppTV Content Access during the Access Period.

(ii) You will be responsible for and shall accordingly fully indemnify TM and YuppTV 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.

## **16. 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) YuppTV, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors, shall not be liable in any way for any losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive, general damages and/or special damages of any party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the Campaign even if TM and/or YuppTV have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

## **17. AMENDMENTS AND VARIATIONS**

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

**18. EXTENSION TO THE UNIFI RESIDENTIAL TERMS AND CONDITIONS**

These 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](http://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.

**19. FORCE MAJEURE**

TM and YuppTV 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.

**20. 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.

**21. 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.

**22. YOUR PERSONAL DATA AND INFORMATION**

Each Party shall at all times comply with the Personal Data Protection Act 2010, which the relevant clauses are available online at [www.tm.com.my](http://www.tm.com.my).

***{End of Clause}***