

**GENERAL TERMS AND CONDITIONS**  
**(For unifi Over-The-Top (OTT) App Subscription)**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO OTT APP BROUGHT BY UNIFI. THESE TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI HOME (AND ANY OTHER RELATED TERMS AND CONDITIONS). THIS GENERAL TERMS AND CONDITIONS MUST BE READ TOGETHER WITH THE [FAQ FOR OTT APP](#). BY SUBSCRIBING TO THE UNIFI OTT APP, 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:

<b>“Access Period”</b> means the period of time, commencing from the first time the subscriber activates their subscription of unifi OTT app (“Activation date”).
<b>“Eligible Subscribers”</b> means TM’s existing and new unifi Home customers.
<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>“Subscription Period”</b> means the period of time when an Eligible Subscriber opt-in for unifi OTT App audio-visual content available on unifi Plus Box (UPB) and/or mobile devices for the first time.
<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.
<b>Over-the-Top (OTT) App (OTT App)</b> means and refer to the online streaming application for each OTT apps available in app and/or website which offer 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, Google Play Store or the Huawei AppGallery, and smart televisions provided by the respective OTT App developer.
<b>Content Access</b> Means the right to access online entertainment audio-visual content via the respective OTT app on web, 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 – OTT APP SUBSCRIPTION (OTT App)

- (i) unifi OTT App subscription is a content access i.e. online streaming application offered by TM to all its existing and new unifi Home customers. (“**Eligible Subscribers**”, or “**you**” or “**your**”).
- (ii) Eligible Subscribers may subscribe to the available OTT App brought by unifi. Eligible Subscribers may opt to view the OTT App via unifi Plus Box or download or watch the OTT content from the app itself.
- (iii) As Eligible Subscribers, you will be offered access to the subscription service provided by the respective OTT App developer to its subscribers to access to the OTT App for online entertainment audio-visual content, including dramas, variety shows, animations, kid’s programmes, movies, documentaries and news, streamed over the Internet during the Subscription Period through connected devices, including but not limited to the mobile application or ‘app’, available through the Apple Store, Google Play Store or the Huawei AppGallery, respectively, subject always to the Terms and Conditions herein.

## 3. ELIGIBILITY

- (i) All of TM’s existing and new unifi Home customers who currently subscribe to unifi TV are eligible to subscribe to the OTT app as an additional subscription with monthly paid subscription.
- (ii) Eligible Subscribers shall enjoy the Content Access provided by the OTT App concurrently on multiple devices. The number of accessible devices is based on your subscription for OTT App, subject to the terms and conditions of respective OTT App.

## 4. ACCESS PERIOD

- (i) Your Subscription Period will commence from the 1st opt-in date, upon successful registration and activation of the OTT App subscription.
- (ii) As Eligible Subscriber, you must ensure that your unifi is in active status with no suspension or termination of service for any breach of any of TM’s terms and conditions including failure to make prompt payment for the service, failing which, your Content Access will automatically be deactivated.

## 5. SUBSCRIPTION FEE

- (i) Monthly Subscription Fee shall be at the applicable rate as indicated in the [unifi TV Content Update FAQ](#) or at such rates as may be published or prescribed and informed or made available for viewing by TM from time to time at unifi TV’s website.
- (ii) The Subscription Fee will be automatically billed and reflected in your monthly unifi bill.

- (iii) The monthly Subscription Fee for the OTT App is subject to SST and Service Tax on Digital Services (STOD) (if applicable).

## 6. ACTIVATION OF OTT APP

- (i) In order to enjoy the Content Access available for the OTT App, Eligible Subscriber with unifi TV ultimate pack subscription may register and activate the OTT App in accordance with the following steps:
  - (a) Visit the activation page at <https://activate.unifi.com.my> to activate the streaming OTT App of your choice, as available in the microsite;
  - (b) Verify/Key-in your unifi ID and verify contact number. Select one (1) OTT App of your choice;
  - (c) You will receive an SMS with the OTP to your registered phone number with unifi. Key-in and select “Confirm”; and
  - (d) Upon successful activation on the microsite, you may enjoy the streaming OTT App on unifi Plus Box or the app.
- (ii) If the Eligible Subscriber is currently not subscribing to unifi TV ultimate pack, there are three (3) ways to enjoy the OTT App offerings as per below:
  - (a) If you are a Varnam Plus/Aneka Plus/Ruby Plus Pack subscriber, you may upgrade to Ultimate Pack starting 1 October 2021 via unifi digital platform at Live Chat on [www.unifi.com.my](http://www.unifi.com.my) or myunifi app;
  - (b) If you are not subscribing to any of unifi TV pack, you may subscribe to Ultimate Pack via unifi digital platforms at Live Chat on [www.unifi.com.my](http://www.unifi.com.my) or myunifi app; or
  - (c) You may subscribe to the individual streaming app on ala carte basis starting 1 November 2021 via <https://activate.unifi.com.my>.
- (iii) Eligible Subscriber is allowed to activate the OTT App by using one (1) unifi account only.
- (iv) Eligible Subscribers may also visit unifi TV website at <https://activate.unifi.com.my> for instructions on how to activate and enjoy the Content Access upon subscription to the OTT App.

## 7. YOUR REPRESENTATION AND WARRANTIES

- (i) By subscribing to the OTT App via unifi, you shall be deemed to have unconditionally accepted all the Terms and Conditions 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 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 Content Access during the Subscription Period to you, you shall be bound by the applicable terms and conditions set out by the respective OTT App developer for the same, available for viewing at the respective OTT App website (“**OTT App Terms and Conditions**”). In terms of any inconsistencies between these Terms and Conditions and OTT App Terms and Conditions in regards to the provisions

related to the Content Access, the OTT App Terms and Conditions shall prevail to the extent of any inconsistency.

- (iv) You also agree to co-operate and comply with all reasonable requests by TM in connection with your subscription to the OTT App and consents to receiving promotional, marketing and other publicity information from TM from time to time.
- (v) You understand that your subscription to the OTT App is not transferable, exchangeable and for resale. No cash alternatives will be offered in lieu of this offering.
- (vi) Upon activation of the Subscription Period, you hereby agree to be the OTT App subscriber.

## **8. YOUR OBLIGATIONS**

- (i) Eligible Subscribers shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscription of the OTT App and enjoyment of Content Access, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same for any reason(s) whatsoever.
- (ii) Eligible Subscribers hereby acknowledge and understand that the OTT App is provided by the respective App developer and thus, TM has no control and has expressly disclaim any liability of responsibility whatsoever for the content of any information transmitted or received by the Eligible Subscriber while using the OTT App. By streaming the content through the OTT App, Eligible Subscribers may encounter content that may be offensive, explicit, indecent, inappropriate language, obscene, violent and/or objectionable. Eligible Subscribers hereby agree to use the OTT App at their own risk and are entirely responsible in assessing the content of the OTT App, including providing any parental guidance (if applicable). Eligible Subscribers understand that the genres, categories, descriptions and/or types of the content in the OTT App are provided for convenience and TM do not guarantee the safety and accuracy of such content.
- (iii) You may contact TM at Live Chat on [www.unifi.com.my](http://www.unifi.com.my) or myunifi app for any support and assistance with regard to your Content Access.

## **9. RIGHTS**

- (i) TM reserves the right to vary, modify, cancel, terminate or suspend the OTT App offerings or any part thereof with or without any prior notice and for any reason whatsoever.
- (ii) For the avoidance of doubt, the alteration, modification, cancellation, termination or suspension by TM and/or OTT App developer on the OTT App offering or any part thereof shall not entitle the Eligible Subscriber to any claim and/or compensation against TM (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 OTT App offering.

- (iii) TM reserves the sole and absolute right to reject application by any ineligible unifi subscriber that is deemed ineligible to subscribe to the OTT App and enjoy the Content Access.

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

- (i) Any suspension of your unifi service will result in the suspension of your Content Access. Reactivation of your Content Access will only be done upon the reconnection of your unifi service.
- (ii) No replacement of your Subscription Period will be given for the period where your unifi service was being suspended.
- (iii) In the event of a termination of your unifi service, your Content Access will also be automatically terminated.
- (iv) Notwithstanding the above, in the event that you commit a breach or potential breach of any terms herein, TM reserves the right to take necessary action including but not limited to termination or suspension of your 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.

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

TM reserve the right to cancel, modify, suspend or delay the subscription to the OTT App in the event of any unforeseen circumstances beyond their reasonable control. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle Eligible Subscribers to any claim or compensation against TM 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) You acknowledge that no guarantees nor any warranties whatsoever are being provided that the content in the OTT App 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 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 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 the OTT App will be broadcasted to Eligible Subscribers at all times.
- (iv) You understand and agree that the 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 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 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 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 Content Access during the Subscription Period.
- (ii) You will be responsible for and shall accordingly fully indemnify TM 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 subscribing to the OTT App, you (or if you are the Eligible Subscriber's parent/legal guardian if entrant is a minor below 18 years of age) agree that TM, 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 OTT App even if TM have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

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

TM 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 HOME TERMS AND CONDITIONS**

- (i) These Terms and Conditions are in addition to the General Terms and Conditions for unifi Home 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.

- (ii) For further information on the offerings and package details for the OTT App, Eligible Subscriber may refer to the [FAQ](#).
- (iii) By subscribing to the OTT App, Eligible Subscriber is hereby agreeing to accept and be bound by each OTT App terms and conditions, terms of use and the applicable privacy policy or notice.

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

TM 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.

#### **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**

- (i) 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).
- (ii) By subscribing to the OTT App, Eligible Subscriber hereby agree to share their personal data to the OTT App owner and/or any third party related to the OTT App owner (if applicable) and shall be subjected to each OTT App terms and conditions and the privacy policy.

#### **21. 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.

#### **22. 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.

**23. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT**

- (i) Eligible Subscribers hereby warrant and undertake to 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 their 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 Eligible Subscribers if it learns that the Eligible Subscribers has breached any of the terms set out in this clause and/or the Eligible Subscribers 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) Eligible Subscribers shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination (“Losses”) based on sub-clause 23 (ii) above. Eligible Subscriber shall indemnify and render TM harmless from such Losses and to the extent such Losses are actual damages.

**24. CONTACT INFORMATION**

For any inquiries, clarification, report, complaint, questions, comments or suggestions, Eligible Subscribers contact TM’s representative via TM digital platforms at live chat on [www.unifi.com.my](http://www.unifi.com.my) OR myunifi app live chat.

***{End of Clause}***