

TERMS AND CONDITIONS FOR UNIFI PLUS BOX ADD ON SUBSCRIPTION (“Terms and Conditions”)

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. DEFINITIONS

- (i) In this Terms and Conditions, the following expressions shall have the following meanings:

“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 registerable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

“Minimum Subscription Period”

Means the minimum period of subscription of the Unifi Plus Box as may be determined by TM, for the avoidance of doubt the minimum subscription period of the Unifi Plus Box shall be as determined in Clause below.

“Personal Data”

Means personal data having the meaning ascribed under the Personal Data Protection Act 2010 (PDPA).

“Subscriber”

Means any unifi Service subscribers who have opt to subscribe to the Unifi Plus Box Service

“Subscription Period”

Means the period of time when the Subscriber opt-in for the Unifi Plus Box for the first time until the period of time when the subscription is either terminated either by TM or the Subscriber(s).

“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 provide the services in relation to the Unifi Plus Box.

“unifi Plus Box”

Means a media device that will allow Subscribers to receive media content of unifiTV and/or

TM Over –the- Top (OTT) partners’ content on television.

“unifi Plus Box Service”

Means as per provided in Clause 2 below.

2. 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 unifi Plus Box (warranty applicable) (hereinafter referred to as the unifi Plus Box) subject to this Terms and Conditions.
- (iii) The Subscriber will have an option to add, a maximum of three (3) additional unifi Plus Box Service for each unifi account, on top of the existing set-top-boxes or unifi Plus 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 (early bird promo) with twenty-four (24) months Minimum Subscription Period (MSP). The monthly charges will be reflected in TM bill.
- (v) Starting from 24 August 2020, each unifi Plus Box Service subscription comes with a recurring monthly charge of RM20 with twenty-four (24) months Minimum Subscription Period (MSP). The monthly charges will be reflected in TM bill.
- (vi) For RM20 Add-on charge, Subscriber is advised to perform self-installation for the unifi Plus Box upon delivery. In the event Subscriber require on-site technical assistance for unifi Plus Box installation, Subscriber is subject to RM80.00 service charges [included in bill].
- (vii) For more information on the self-installation guide please visit <https://unifi.com.my/plusbox> for assistance.

3. ELIGIBILITY

(i) **Categories of subscription:**

- a) 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)	<p>Option 1 Upgrade to any of the unifi Home Broadband Service with unifi Plus Box.</p> <p>For the latest offerings, kindly visit www.unifi.com.my</p>

		<p>OR</p> <p>Option 2 Add unifi Plus Box Service only as ADD ON (up to three (3) unifi Plus Box) per each unifi account.</p>
2.	Existing unifi Service Subscriber without unifi TV pack	<p>Option 1 Upgrade to any of the following unifi Home Broadband Service with unifi Plus Box.</p> <p>For the latest offerings, kindly visit www.unifi.com.my</p> <p>OR</p> <p>Option 2 Add-On RM60/month for Ultimate Pack with unifi Plus Box plan, with option to add unifi Plus Box Service as ADD ON (up to three (3) unifi Plus Box)</p>

Table 1

- b) TM does not guarantee the existing media Box for in the existing unifi Service to be serviceable upon change of unifi subscription to any of the unifi packages with unifi Plus Box. With the use of unifi Plus Box, TM will not provide any replacement, technical service and support to the existing media Box.

(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.

4. 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 unifi Plus Box at Subscriber's premise.

5. SUBSCRIPTION METHOD

- (i) unifi Plus Box add-on Service can be subscribed via any of the following methods:
 - a) Any TMpoint/TM Authorised Dealers nationwide;
 - b) TM Support Centre (TMSC);
 - c) unifi Website (www.unifi.com.my); and
 - d) myunifi app (starting 27th February 2021) – Subscriber shall download from AppStore on iOS, Google PlayStore on Android and AppGallery on Huawei

6. TERMINATION OF UNIFI PLUS BOX SERVICE

- (i) A penalty will be imposed to the Subscriber by TM 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 Centre (call 100), TM live chat at livechat.tm.com.my or any TMpoint.
- (v) Notwithstanding the above, in the event the Subscriber commits any breach or potential breach of this Terms and Conditions, TM shall have the right to terminate or suspend the unifi Plus Box Service 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.

7. 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.

8. LIMITATION OF LIABILITY AND WARRANTY

- (i) By subscribing to the unifi Plus Box, you agree that (i) 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 pack even if TM has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

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

9. 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.

10. 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.

11. DISCLAIMER

- (i) TM does not guarantee nor provide any warranties whatsoever that the content in unifi TV and as well any TM OTT business partner's apps/ content for any information or data accessed by the Subscriber through the unifi Plus 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 unifi Plus 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 unifi Plus Box or breach of

3rd party intellectual Property.

- (iii) TM does not warrant that any content or data accessed via the unifi Plus 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 unifi Plus 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 or TM OTT business 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 unifi Plus Box by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.
- (vi) The Subscriber hereby grant consent to TM to upgrade and/or update the software currently used for the unifi Plus Box at any time without any prior notice. TM shall not be liable if the Subscriber's equipment or device is incompatible with the unifi Plus Box due to the upgrading and/or updating of the software.

12. 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.

13. 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 unifi Plus Box to 3rd Party and the said box shall be exclusively provided by TM to its customer.

14. 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).

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, 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, act of sabotages, government orders, epidemics, pandemics 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 to the addressed of the respective party (For clarity purpose, the address for TM is as stated in Clause 1 and Subscriber's address is as per registered address in TM's customer database) 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. SUBSCRIBERS' PERSONAL DATA AND INFORMATION

Each Party shall at all times comply with the Personal Data Protection Act 2010. Any Personal Data provided by the Subscribers to TM in connection with the subscription of the unifi Plus Box shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit <https://www.tm.com.my/Documents/TM%20Privacy%20Notice.pdf>). TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Personal Data.

19. BRIBERY, CORRUPTION, FRAUDULENT 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 19(ii) above. The Subscriber shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages.

20. SEVERABILITY

If any provision contained herein 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.

21. ASSIGNMENT

The Subscriber shall not assign any of his rights or obligations under this Terms and Conditions to any other person whatsoever except with prior approval of TM. TM may assign or novate this Terms and Conditions or any part thereof to any corporate body which is a parent company, subsidiary or related company of TM and consent for the abovementioned is hereby given by the Subscriber.

22. BINDING ON SUCCESSORS

These Terms and Conditions are binding upon the successors, executors, administrators, personal representatives and assignees of the Subscriber and upon the substitute and assignees of TM.

23. INDULGENCE AND WAIVER

- (i) No delay or indulgence by TM in enforcing any terms of this Terms and Conditions or granting of time by TM to the 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 in respect of any subsequent or continuing breach.

24. CONTACT INFORMATION

For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, please do not hesitate to contact TM Customer Service Centre (call 100) or to meet the TM's appointed and authorised personnel at any TMpoint.

[End of Clause]