

TERMS AND CONDITIONS FOR UNIFI TV BIZ PACK 2022 SUBSCRIPTION

(hereinafter referred to as "Terms and Conditions")

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO UNIFI TV BIZ PACK 2020 ("PACK") OFFERED BELOW. THESE TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE GENERAL TERMS AND CONDITIONS FOR UNIFI BIZ AND/OR ANY RELATED TERMS AND CONDITIONS WHICH YOU SUBSCRIBE TOGETHER WITH THIS PACK AND FREQUENTLY ASKED QUESTION (FAQ) AS AVAILABLE IN www.unifi.com.my (SUBJECT TO FURTHER CHANGES, AT TM'S ABSOLUTE DISCRETION, WITHOUT PRIOR NOTICE TO THE CUSTOMER). BY SUBSCRIBING TO THIS PACK BELOW, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THIS TERMS AND CONDITIONS AND FURTHER AGREE THAT ANY DECISION BY TM IN RELATION TO EVERY ASPECT OF THE PACK, SHALL BE FINAL, BINDING AND CONCLUSIVE.

1. UNIFI TV BIZ PACKS 2020 ("UNIFI TV BIZ PACKS") AND UNIFI TV BIZ PACK PROMO 2022

- 1.1 refers to either one or all of the following: BIZ FUN PACK, BIZ CORPORATE PACK AND BIZ SPORTS (for the avoidance of doubt, the name of the unifi TV Biz Packs or each pack may be amended from time to time at TM's discretion.)
- 1.2 The unifi TV Biz Packs is an offering for TM's SME customer ("Subscriber") that provide greater value and enriched choices of content.
- 1.3 The latest channels and content line up details for each categories of the pack are available at <https://www.unifi.com.my/tv/plans> and further can be found at relevant Frequently Asked Question (FAQ) which is available at <https://unifi.com.my/tv/support/unifityv>.
- 1.4 TM may at its discretion, add or remove channel(s) from the unifi TV Biz Packs which is being offered at any time and shall be subject to the terms and conditions available at <http://www.unifi.com.my/tv>. No discounts or rebates will be given in these circumstances.
- 1.5 **unifi TV Biz Pack Promo 2022**
 - (a) This unifi TV Biz Packs is offered together with a special promo namely unifi TV Biz Pack Promo 2022 ("**Special Promo**")
 - (b) The Subscriber has the opportunity for free viewing of several premium channels for the period of twelve (12) months only from the activation date of unifi TV Biz Packs subscriptions. Once the Subscriber activate their account, it will take between three (3) to four (4) working days for the Subscriber to enjoy the Special Promo.
 - (c) This Special Promo is only available from 19th July 2022 till 31st December 2022. Further details of the Special Promo can be found at the abovementioned FAQ.
 - (d) The existing customer or subscriber who had subscribed to the unifi TV Biz Pack before 19 July 2022 is NOT eligible to this Special Promo.

2. ELIGIBILITY

- 2.1 This Pack is available for subscription by the new unifi subscriber who subscribed to any of the pack under unifi TV Biz Packs only.
- 2.2 For any ala carte subscriber who wish to enjoy the Special Promo, need to upgrade their subscription to the unifi TV Biz Packs. Fee will not be charged for a request by Subscriber to upgrade to the unifi TV Biz Packs from ala carte subscription.

3 EFFECTIVE DATE OF SUBSCRIPTION PERIOD FOR UNIFI TV BIZ PACKS

- 3.1 The Subscription Period will commence immediately upon activation of unifi service. No discounts or rebates will be given during unifi TV free viewing period.

3.2 Minimum Subscription Period:

- (a) Subscription to unifi TV Biz Packs is subject to a Minimum Subscription Period of twelve (12) months ("MSP").
- (b) Upon expiration of MSP, the subscription to unifi TV Biz Packs will automatically continue on a monthly basis until Subscriber chooses to terminate.

4 SUBSCRIPTION METHOD

- 4.1 Subscriber must opt-in to subscribe to unifi TV Biz Packs. The subscription can be made via any of the following methods:

- (a) TM Customer Service Centre (call 100) or Live Chat;
- (b) unifi Website (www.unifi.com.my) ;
- (c) Any TMpoint outlet;
- (d) Account Executive (AE); or
- (e) TM's authorized resellers.

5 ADDITIONAL CHANNELS SUBSCRIPTION

- 5.1 As the list of channels are predetermined in any packs offered at unifi TV by TM, if the Subscriber wish to add any additional channels including any identified premium channel(s) by TM, in their unifi TV Biz Packs, the Subscriber shall subscribe the additional channel(s) on ala carte basis which shall subject to the additional charges for each additional channel subscription.. This shall similarly will apply for any future channels updated by TM in the official website from time to time. Further details can be found at the FAQ.

6 UNIFI TV BIZ PACKS TERMINATION

- 6.1 Termination of any unifi TV Biz Packs can be made at any time via TMpoint or Account Executive (AE).

- (a) A termination penalty will be imposed for any termination of unifi TV Biz Packs by the Subscriber prior to the expiry of MSP. The amount of the termination penalty shall be calculated as follows:

(Monthly Subscription Fee x Number of remaining months)

- (b) The termination penalty amount shall be reflected in TM's bill.

6.2 in the event the Subscriber commits a breach or potential breach of any term herein, TM reserves the right to take necessary action including but not limited to terminating or suspending of any unifi TV Biz Packs 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 SUBSCRIPTION FEE

7.1 Monthly Subscription Fee shall be at the applicable rate indicated in the unifi application form or at such rate as may be published or prescribed and informed or made available for viewing by TM from time to time at TM's website (<https://unifi.com.my/tv/plans>) and the relevant FAQ.

7.2 The Subscriber shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscribed unifi TV Biz Pack(s), all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same.

7.3 The applicable rate for any unifi TV Biz Packs is subject to applicable sale and service tax (SST).

8 REFUSAL OF SUBSCRIPTION

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

9 CANCELLATION, SUSPENSION OR DELAY

TM reserves the right to cancel, modify, suspend or delay the subscription of unifi TV Biz Packs in the event of any unforeseen circumstances beyond its reasonable control. For the avoidance of doubt, any cancellation, 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 the said act.

10 DISCLAIMER

10.1 Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through unifi TV Biz Packs, TM does not guarantee nor provide any warranties whatsoever that the content in unifi TV Biz Packs or any information or data accessed by the Subscriber through unifi TV Biz Packs 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 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.
- 10.2 The Subscriber shall exercise discretion while viewing the content 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 through unifi TV Biz Packs.
- 10.3 TM does not warrant that any content within unifi TV Biz Packs, (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.
- 10.4 The broadcast of any programs on unifi TV 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 will be broadcasted to the Subscriber at all times. TM reserves the right to review the channels made available in unifi TV Biz Packs from time to time and/or substitute any channel or content in accordance with the license rights and license period that have been granted to TM.
- 10.5 The Subscriber understands and agrees that TM is providing the unifi TV Biz Packs to the Subscriber 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 TV Biz Packs by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.

11 INDEMNITY

- 11.1 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 TV Biz Packs during the subscription period.
- 11.2 The Subscriber will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any Intellectual Property Rights by the Subscriber and/or any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary

to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Subscriber's costs.

12 AMENDMENT AND VARIATION

TM reserves the right 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 amendments.

13 EXTENSION TO THE GENERAL TERMS AND CONDITIONS FOR UNIFI BIZ

This Terms and Conditions is in addition to the General Terms and Conditions for unifi Biz which is available for viewing at <http://www.unifi.com.my>. In the event of inconsistencies between any of the provision of the General Terms and Conditions for unifi Biz and this Terms and Conditions, the General Terms and Conditions for unifi Biz shall prevail to the extent of such inconsistencies.

14 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, or other causes beyond its reasonable control, whether or not similar to the foregoing.

15 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 the Malaysian courts.

16 NOTICE OR DELAY

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

17 SUBSCRIBER'S PERSONAL DATA AND INFORMATION

- 17.1 Each Party shall at all times comply with the Personal Data Protection Act 2010 ('PDPA'). Any Personal Data (as defined in PDPA) provided by the Subscribers to TM in connection with the subscription of the unifi TV Pack 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.

18 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.

19 INDULGENCE AND WAIVER

19.1 No delay or indulgence by TM in enforcing any terms of this Terms or 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.

19.2 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.

20 BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT

20.1 Subscriber 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.

20.2 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.

20.3 Subscriber shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination ("Losses") based on sub-clause 20.2 above. Subscriber shall indemnify and render TM harmless from such Losses and to the extent such Losses are actual damages.

21 CONTACT INFORMATION

For any inquiries, clarification, report, complaint, questions, comments or suggestions, Subscriber contact Account Executive (AE) or walk in to our TM Point outlets.

22 DEFINITIONS

22.1 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 TV Biz Packs as may be determined by TM, for the avoidance of doubt the minimum subscription period of the unifi TV Biz Packs shall be as determined in Clause above.

“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 TV Biz Packs

“Subscription Period”

Means the period of time when the Subscriber opt-in or register for the unifi TV Biz Packs 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 TV Biz Packs.

{End of Clause}