

**TERMS AND CONDITIONS FOR “UNIFI TV HOSPITALITY PACKAGES” CAMPAIGN  
(hereinafter referred to as “Terms and Conditions”)**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO ANY OF UNIFI HOSPITALITY PACKAGE OFFERED BELOW. THESE TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE GENERAL TERMS AND CONDITIONS FOR UNIFI BIZ, THE MASTER SERVICE AGREEMENT & SPECIFIC SERVICE TERMS FOR DOME 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](http://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. THE CAMPAIGN**

The unifi Hospitality Package Campaign (“Campaign”) is offered to i) NEW and EXISTING DOME subscribers; and ii) NEW and EXISTING UNIFI BIZ subscribers (collectively referred to as “Customer/Subscriber”), which have NOT subscribed to any Unifi TV package/channels offered by TM. There are 3 packages available under this Campaign, as follows:

- i. UNIFI TV OLIVE PACK;
- ii. UNIFI TV AMBER PACK; or
- iii. UNIFI TV SCARLET PACK.

(each shall refer as “Pack”)

**2. UNIFI TV HOTEL PACKAGES**

(i) Specific terms for each Pack are as follow:

<b>UNIFI TV OLIVE PACK (total 5 premium channels)</b>	<b>UNIFI TV AMBER PACK (total 7 premium channels)</b>	<b>UNIFI TV SCARLET PACK (total 10 premium channels)</b>
Subscriber may select <b>ANY 3</b> Unifi TV Basic and <b>ANY 2</b> Unifi TV Premium.	Subscriber may select <b>ANY 4</b> Unifi TV Basic and <b>ANY 3</b> Unifi TV Premium	Subscriber may select <b>ANY 5</b> Unifi TV Basic and <b>ANY 5</b> Unifi TV Premium.
Subscriber will get to choose any Complimentary <b>2 FTA</b> channels.	Subscriber will get to choose any Complimentary <b>2 FTA</b> channels.	Subscriber will get to choose any Complimentary <b>2 FTA</b> channels.
Complimentary one (1) Disney+ Hotstar access		

Note: Free to Air (FTA) channel.

(ii) List of Unifi TV FTA, Basic and Premium channel will be provided by TM Sales Team (Account

Manager/Account Executive)

- (iii) Subscriber is allowed to add any additional ala-carte channel under Unifi TV Basic or Unifi TV Premium to be included in the existing subscription of Unifi TV Hotel Packages. The subscription fee for each channel is available via TM’s website at [www.tm.com.my](http://www.tm.com.my).
- (iv) Each channel will be charged based on per room per month based on percentage room occupancy.

### 3. CAMPAIGN PERIOD

The Campaign will start from **19 June 2022** until **30 December 2022 (“Campaign Period”)**. Notwithstanding anything to the contrary, TM reserves the right to change the end date of the Campaign Period to an earlier or a later date.

### 4. ACTIVATION

The Unifi TV service shall only be activated upon the complete and successful installation of the Unifi Hospitality Package.

### 5. PACKAGE SUBSCRIPTION FEE

- (i) The Package Subscription Fee shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Subscriber by TM from time to time.
- (ii) 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 Hotel Packages, all charges, fees, costs or other amounts whatsoever as shown in TM’s bill, notwithstanding that the Subscriber may dispute the same for any reason(s) whatsoever.

### 6. PACKAGE SUBSCRIPTION

- (i) The Subscriber may opt-in to subscribe to the Unifi Hospitality Package via:
  - a. TM Account Executive (AE);
  - b. TM Account Manager (AM);
  - c. TM Solution Consultant (SC); or
  - d. TM SME Consultant.
- (ii) The Subscriber is not allowed to change the channel listing once the channel listing for subscription to any of the above Unifi Hospitality Package has been determined.
- (iii) The Subscriber shall ensure and be responsible for ensuring that all equipment including personal computer and television and systems are connected to the equipment supplied by TM and that all the equipment are compatible, properly functional and inter-operable with the equipment supplied by TM.

### 7. MINIMUM SUBSCRIPTION PERIOD

- (i) The Minimum Subscription Period (“MSP”) of the Unifi Hospitality Package is three (3) years from the successful installation of the Pack and any early termination within the said period is subject to provision under clause 8 (iii) below.
- (ii) Upon expiration of the MSP, the subscription to Unifi Hospitality Package will automatically be continued on a monthly basis until Subscriber chooses to terminate.

## 8. PACKAGE UPGRADE, DOWNGRADE OR EARLY TERMINATION

(i) PACKAGE UPGRADE

Subscriber is ALLOWED to upgrade the package at any time during the MSP.  
*Illustration: Unifi TV Olive Pack (RM20) to Unifi TV Scarlet Pack (RM40).*

(ii) PACKAGE DOWNGRADE

Subscriber is NOT ALLOWED to downgrade the package during the MSP.  
*Illustration: Unifi TV Scarlet Pack (RM40) to Unifi TV Olive Pack (RM20).*

(iii) PACKAGE EARLY TERMINATION

Should the Subscriber decide to terminate Unifi Hospitality Package early within the MSP period, the Subscriber shall be liable to pay **RM 1000 (Ringgit Malaysia One Thousand only)** to TM, as the agreed liquidated damages for early termination.

## 9. BILLING

- (i) The Subscriber shall receive one single billing via monthly / quarterly / yearly / half yearly basis, subject to the selected option.
- (ii) Please note that the details of charges stated in the bill for your subscription to Unifi Hospitality Packages shall be based on ala-carte pricing.
- (iii) Billing for Unifi Hospitality Packages shall be issued on the same bill of your subscribed TM's service (monthly/ annually/ quarterly).

## 10. REFUSAL OF SUBSCRIPTION

TM reserves the right to refuse subscription of any party that it determines to be acting in breach or potential breach of either unifi Biz Terms and Conditions or the Master Service Agreement & Specific Service Terms for DOME or these terms and conditions.

## 11. CANCELLATION, SUSPENSION OR DELAY

TM reserves the right to cancel, modify, suspend or delay the Campaign or its package/offers 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(s).

## 12. DISCLAIMER

- (i) Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through the channels offered during the Campaign Period, TM does not guarantee nor provide any warranties whatsoever that the content transmitted or any information or data accessed by the Subscriber 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 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.
- (iii) TM does not warrant that the channels offered during this Campaign Period, (a) will not be interrupted or error-free, or, (b) will prevent unauthorized 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 content/channels on Unifi TV for the Hotel Packages 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 content will be broadcasted to the Subscribers at all times. TM reserves the right to review the channels made available during or after the Campaign Period from time to time and/or substitute any channel, 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 package herein to the Subscriber 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 the Subscriber for any direct, indirect, consequential or special damages whatsoever suffered by the Subscriber or any other party relating in any way to this Campaign by the Subscriber or pursuant to any activities contemplated under these terms and conditions.

### **13. 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 their obligations under this terms and conditions or in relation to any usage during and after the Campaign 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 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.

### **14. AMENDMENTS AND VARIATIONS**

TM reserves the right to change, amend, delete or add on to these terms and conditions at any time without prior written notice and the Subscriber hereby agrees to be bound by such amendment(s).

### **15. EXTENSION TO THE UNIFI AND DOME TERMS & CONDITIONS**

- (i) These Terms and Conditions are in addition to the unifi Biz General Terms and Conditions available for viewing at [www.tm.com.my/unifi](http://www.tm.com.my/unifi) or the [Master Service Agreement & Specific Service Terms for DOME](#) . In the event of inconsistencies between any of the provision of the unifi Biz General Terms and Conditions

www.tm.com.my/unifi or the Master Service Agreement & Specific Service Terms for DOME and these terms and conditions, this terms and conditions shall prevail to the extent of any inconsistency.

- (ii) Terms not defined herein shall have the meanings given to them in the unifi Biz General Terms and Conditions or the Master Service Agreement & Specific Service Terms for DOME . For avoidance of doubt, the term “Subscriber” used herein shall bear the same meaning of “Customer” as referred to in the General Terms and Conditions for unifi Biz.

## **16. 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, labor 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.

## **17. GOVERNING LAW**

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.

## **18. 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.

## **19. SUBSCRIBER’S PERSONAL DATA AND INFORMATION**

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.

## **20. 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.

## **21. 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 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.

## 22. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT

- i. 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.
- 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. 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.

## 23. 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.

## 24. DEFINITIONS

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

<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 registerable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
<b>“Minimum Subscription Period”</b>

<p>Means the minimum period of subscription of the unifi Hospitality Packageas may be determined by TM, for the avoidance of doubt the minimum subscription period of the unifi Hospitality Packageshall be as determined in Clause above.</p>
<p><b>"Personal Data"</b> Means personal data having the meaning ascribed under the Personal Data Protection Act 2010 (PDPA).</p>
<p><b>"Subscriber"</b> Means any DOME or unifi Biz Service subscribers who have opt to subscribe to the unifi TV Hotel Packages</p>
<p><b>"Subscription Period"</b> Means the period of time when the Subscriber opt-in or register for the unifi Hospitality Packagefor the first time until the period of time when the subscription is either terminated either by TM or the Subscriber(s).</p>
<p><b>"TM"</b> 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.</p>

{End of Clause}