

## TERMS AND CONDITIONS FOR PLAYTV@UNIFI SERVICE

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE PLAYTV@UNIFI SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREOF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF PLAYTV@UNIFI SERVICE PROVIDED BY TELEKOM MALAYSIA BERHAD (“TM”). TM RESERVES THE RIGHT TO UPDATE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME. NOTICE OF AMENDMENT MAY BE GIVEN BY TM TO THE CUSTOMER IN SUCH A MANNER AS TM DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE PLAYTV@UNIFI SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS WITH REGARDS TO THE PLAYTV@UNIFI SERVICE.**

### 1. Service

TM is a company licensed to provide communications (voice, data and multimedia) products and services in Malaysia and is desirous at the request of the Customer to provide playtv@unifi Service on TM's telecommunication network. playtv@unifi Service will allow the Customer to have access and viewing of Content (as defined hereinafter) available on unifi TV via multiple electronic devices, on the terms and conditions set forth herein, as may be amended from time to time by TM (collectively, “the HE Service”).

### 2. Definitions

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

<p>“Agreement” means and refers to these Terms and Conditions, to be read and construed as essential part of the agreement between TM and the Customer in subscribing to the Service;</p>
<p>“Content” means any audio (including music, voice and sound), video, data, text, animation, graphics, photographs, artwork, and any combination of any of or all of the foregoing provided to the Customer through the Service. The content for the Service consists of Video on Demand (VODs) and any current and upcoming Content available on unifi TV;</p>
<p>“Customer” means the person subscribed to the Service who is subject to the Term and Conditions contain herein;</p>
<p>“Customer’s Equipment or Device” means the equipment and/or device(s) configured by the Customer to obtain access to the Service, i.e. smart phones, smart TV, PC, tablets or any other technological devices which allow access to the Service;</p>
<p>“unifi TV” means TM’s IP based network which allow Customer to receive Content through set-top-boxes for viewing to a television set and simultaneously to multiple electronic devices such as smart phones, smart TV, PC, tablets, or any other technological devices which allow transmission of the same;</p>
<p>“playtv@unifi” means the application available for download from Apple App Store, Android Market or where the application can be downloaded and installed on the Customer’s Equipment or Device to facilitate access to the Service or available at personal computer via web browser;</p>
<p>“playtv@unifi Service” (or the “HE Service”) means a service that is provided to Customer via the Customer’s Equipment or Device which contained the Content as defined herein;</p>

<p><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.</p>
<p><b>“Login ID”</b> means the unique identifier of Customer’s log in account that is provided upon successful registration which will then allow the Customer to access HE Service;</p>
<p><b>“Personal Data”</b> means information collected by TM from the Customer including all information and details provided by the Customer to TM in connection with the HE Service;</p>
<p><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 provide the HE Service.</p>

- 2.2. 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.
- 2.3. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- 2.4. The expression “him” or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

### **3. Eligibility and ID Registration**

- 3.1. The Customer will be required to install or download the playtv@unifi in order to obtain access to the HE Service or at customer’s personal computer via web browser.
- 3.2. The HE Service shall be made available for use provided that the Customer had registered for a Login ID. Registration of HE Service is available via mobile number, Facebook, SMS short code through mobile and any other applicable mode of registration as provided by TM from time to time.
- 3.3. The HE Service is available to be subscribed by residents of Malaysia aged eighteen (18) years old and above, including permanent residents and or expatriates who are currently living in Malaysia.

### **4. Duration of Service and Applicability**

- 4.1. Access to the HE Service shall be subject to the subscription period and Customer’s subscription to the Service. Effective 1 March 2015, the subscription period for HE Service is as follows:-
  - (i) Free: X days/weeks (based on promotion period only).
  - (ii) playTV Pack:30 days.
  - (iii) Ala Carte/VOD:30 days for Premium Channels and Subscription VOD Channels and 48 hours for Hypp Flicks Plus Channel.
  - (iv) DiGi Packages:30 days.

Note: Additional packages or revision of packages offered for HE Service shall be detailed out in the T&C for playtv@unifi Subscription which is made available via our website and/or within the application
- 4.2. The Customer is required to re-subscribe to the Content or any preferred package upon the expiry of subscription period if the customer intends to continue with the subscription of HE Service.
- 4.3. By subscribing to the HE Service, the Customer agrees to:
  - (i) bear all charges relating to the use and subscription of the HE Service;
  - (ii) be bound by these Agreement as updated from time to time;
  - (iii) update TM with the Customer’s ID Registration information should there be any changes;

- (iv) allow TM to verify the information provided by the Customer for the registration and subscription of the HE Service with third parties where necessary; and
- (v) TM accessing your account information, in order to respond to service or technical issues and TM's marketing activities which shall include TM Group and its affiliates.

4.4. Data Usage:

The HE Service may utilise available internet data connection(s) on the Customer Equipment or Device to gain access to the Service. By subscribing to the HE Service, Customers agree to bear all costs in connection with such internet data connections levied by their respective mobile service providers. TM accepts no liability in connection with the same.

**5. Important Notice To Customer**

**Customer's Information and Privacy Policy**

a)Collection of Personal Data

- 5.1. Customer understands that by subscribing to the HE Service, Customer is providing information to TM including where applicable, personal information such as name (and/or username or ID), phone number(s) and email address (es). The Customer's credit card information may also be collected for the purpose of processing payments.
- 5.2. Customer hereby agrees and consent to TM's processing of Customer's information including personal information provided during the registration process and/or further information and data that may be required by TM either from Customer or from any third parties especially from credit bureau, banks, credit reporting agencies and other businesses that provide like information or reference agencies from time to time.
- 5.3. You will also be required to explicitly provide your consent to the provision of your personal information aforementioned in the form and manner as indicated in the registration process, failing which you will not be able to subscribe or register for the HE Service.

b)Usage of Personal Data

- 5.4. Customer understands and agrees that the purposes of such processing would include; i) assessing Customer's subscription and/or continued provisioning of the HE Service provided herein (whichever is applicable); ii) customizing advertisements and content on the website(s) and the sites of TM and its group of companies (for further information on the TM's group of companies, please visit <https://unifi.com.my>); iii) responding to Customer's enquiries; iv) research purposes including historical and statistical purposes; v) general operation and maintenance of the HE Service provided herein including audit and its related website(s); vi) matching any data held by TM or its group of companies relating to Customer from time to time; vii) provide Customer with regular communications (other than direct marketing materials) from TM relating to the HE Service provided herein; and viii) investigation of complaints, suspected suspicious transactions and research for HE Service or improvement.
- 5.5. By proceeding with the download process of playtv@unifi and/or subscribing to the HE Service, Customer consents and authorises TM for the purpose of obtaining and verifying any information about Customer which TM may require in connection with Customer's subscription of any of TM's services and/or review of the existing account with TM from any third party, especially credit bureau or reference agencies. Such consent and authorization herein will extend to any information obtained from any of the account(s) presently maintained for Customer, any new application for any form of services rendered or goods provided by TM, such historical financial or credit records, data or information whether or not provided personally or by any other sources relating to Customer which was collected, gathered, received, captured, compiled, secured and/or obtained by TM through or by whatever means or methods or forms. The information as required herein (unless stated otherwise) is obligatory on Customer and failure by Customer to provide any information as required may affect Customer's application or the continued provisioning of the services provided herein.

c) Disclosure of Personal Data

- 5.6. Customer agrees that in the course of processing Customer's registration application or during Customer's subscription of the HE Service, TM may disclose Customer's information including personal information to the following parties for the purposes stated above; i) TM's service providers or agents who are involved in providing the HE Service provided herein; ii) third parties (including those overseas) who provide data processing services; iii) any credit reference agencies or, in the event of default, any debt collection agencies; iv) any person, who is under a duty of confidentiality to which has undertaken to keep such data confidential, which TM has engaged to fulfil its obligations to Customer; v) any actual or proposed assignee, transferee, participant or sub-participant of TM's rights or business; and vi) any entity or person, the disclosure to which is reasonably necessary or desirable for the provision of the HE Service and Content.
- 5.7. TM may also disclose Customer's information including personal information if required to do so by law or in good faith, if such action is necessary to (i) comply with any law enforcement agency requirement, court orders or legal process or; (ii) protect and defend the rights or property of TM and its group of companies and their users.
- 5.8. If Customer would like to make any inquiries or complaints or request access or correction of Customer's information including personal information, Customer may contact TM Contact Centre or Customer can visit the nearest TMpoint outlet. Any request of access or correction of personal data may subject to a fee and also to any privacy or data protection laws.
- 5.9. Where Customer elect to limit TM's right to process personal information, Customer may contact us at 100 or TM's Privacy Officer in writing at [help@tm.com.my](mailto:help@tm.com.my). For avoidance of doubt, the limitation does not include processing of mandatory personal data.
- 5.10. TM may review and update its privacy policy from time to time to reflect changes in the law, changes in TM's business practices, procedures and structure, and the community's changing privacy expectations. While it is not generally feasible to notify Customer of changes to TM's privacy policy, the latest version of the privacy policy may be available on TM's website or Customer can contact TM's Privacy Officer to obtain the latest version of its privacy policy at any time. The latest version of the Privacy Notice will be made available at <https://unifi.com.my>.

**6. Charges and Payment**

- 6.1. The Customer agrees that TM may charge any subscription fees or package charges in connection with the Customer's use of the HE Service and/or access to the Content.
- 6.2. Subscription fees and/or package charges for the HE Service shall be as prescribed by TM from time to time in the terms and conditions of package subscription and within the application.
- 6.3. The list of pricing and details of Content/channel (Ala Carte and Package) are also made available online at <https://unifi.com.my/tv> . All prices specified and charged to the Customer are subjected to GST starting 1st April onwards.
- 6.4. Such fees or charges shall be paid prior to the Customer's access to any Content via the payment channels provided to the Customer.
- 6.5. The Customer may choose to make payment via any of the following method:-
  - (i) Credit card or debit card;
  - (ii) Online banking (for subscription of HE Service through Customer's personal computer via web browser);
  - (iii) Celco's billing (for DiGi and U Mobile customers only)\*;
  - (iv) Broadband billing (for TM's customers only).

\*Note: It may be applicable for other licensed network operators, subject to any agreement entered into between TM and the network operator(s). TM reserves the right to amend and vary the above method of payment from time to time.
- 6.6. Unless otherwise TM inform and/or notify vide whichever medium of communications to the Customer, the Customer fully aware and understand that there is no refund policy for any payments made by the Customer to TM in regards to the Services provided herein.

**7. Terms Of Content Used**

- 7.1. The Content available on the HE Service, may or may not require a fee to be paid prior to such Content is made available for viewing to the Customer. If the Customer is required to pay any subscription fees or charges for the Content, Clause 6 above shall apply to the Customer.
- 7.2. The Customer shall only use or view the Content on the authorized Customer's Equipment or Device for the Customer's own personal and private use.
- 7.3. The Customer is prohibited to display the Content in a public place or a commercial establishment such as a pub, bar, restaurant, club or café.
- 7.4. The Customer is also prohibited from reselling the Content or charging any fee to any person to view the Content. The Customer shall not, including without limitation, rebroadcast, reproduce, transmit, compress, modify, perform, display, record, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Content in any form whatsoever.
- 7.5. The Customer is prohibited from recording, copying or reproducing the HE Service or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (as amended or replaced from time to time).
- 7.6. The use of this HE Service and the use of the Content are only permitted in Malaysia.
- 7.7. Theft, fraud, piracy or other unauthorised usage of the HE Service and/or the Content may subject the Customer to civil and criminal sanctions. TM shall not in any way be responsible or liable for any theft, fraud, piracy or any related unlawful act involving the Customer in connection with the usage of this HE Service.
- 7.8. TM may from time to time launch any new Content which the Customer may want to purchase.
- 7.9. The Customer may purchase any new Content or may authorise any other person to do so in the Customer's household. The Customer acknowledges that any person who has access to his/her account may purchase such new Content and the Customer will be responsible to pay for all charges.

## **8. Customer's Responsibilities**

The Customer shall:

- (i) be responsible for the acquisition, set-up and/or configuration of his own Equipment or Device for access to the HE Service, including but not limited to the installation of HE Service and the provision of internet data connectivity;
- (ii) comply with all notices or instructions given by TM (if any) from time to time in respect of the use of the HE Service;
- (iii) comply with the rules of any network to which the Customer has access through the HE Service for the purposes of any HE Service herein;
- (iv) abide and adhere to the Terms and Conditions of this Agreement;
- (v) not use the HE Service in any manner, which in the opinion of TM may adversely affect the use of the HE Service by other Customers or efficiency or security of the HE Service as a whole;
- (vi) immediately report to TM when the Customer discovers any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the HE Service and/or Content and lodge a police report if required to do so and provide a copy of such police report to TM; and
- (vii) Immediately notify TM of any change in the information provided during the Login ID registration and any other information provided or communication made to TM, including but not limited to information or communication in connection with the charging of the Customer's credit card or debiting of the Customer's bank account.

## **9. Acceptable Use**

- 9.1. The Customer shall be solely responsible for all acts or omissions that occur when using the HE Service. In addition, the Customer agrees to abide by the Communication and Multimedia Act 1998

and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.

- 9.2. The Customer agrees that he/she will not use the HE Service in a manner which will result in any criminal or civil liability for TM and/or its related affiliates. By way of example and not as a limitation, the Customer shall not use the HE Service as follows:-
- (i) for any unlawful purposes or for any purpose which is against public interest, public order or national harmony; or
  - (ii) in connection with the infringement of the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of publicity or privacy; or
  - (iii) to gain unauthorized access to any computer system connected to the Internet or any information regarded as private by other person including a company or corporation in order to have access to the HE Service; or
  - (iv) to disseminate destructive computer viruses or malware to computer networks.

## **10. Right Reserved by TM**

- 10.1. TM shall be entitled at its sole discretion to revise the Content and any fees associated with the Content at any time and will use reasonable endeavours to notify the Customer of such revisions.
- 10.2. TM reserves the right and shall be entitled at any time to:
- (i) add, delete or make changes to the Content;
  - (ii) add or substitute alternative or new Content;
  - (iii) terminate or discontinue any of the Content;
  - (iv) alter the number of Content and price of each Content or its package;
  - (v) reduce the number of hours of broadcast of any of the Content;
  - (vi) upgrade or update any software currently in use for the HE Service;
  - (vii) upload or download any data or information that may be transmitted via the HE Service.
  - (viii) Add, delete or make changes on the app on devices.
- 10.3. TM shall be under no liability whatsoever to the Customer if any of the rights reserved in this Clause 10 are exercised by TM.
- 10.4. If the Customer is not agreeable to any of these Terms and Conditions or any amendments thereof, the Customer should discontinue use of the HE Service and access to the Content.

## **11. Suspension and Termination**

- 11.1. TM shall have the right, in its sole discretion and by way of notice in writing, to suspend or immediately terminate the Customer's access to the HE Service and/or Content without any liability to the Customer at any time for any reason whatsoever if the Customer breaches any of the representations and warranties referred to above or any other Terms and Conditions of this Agreement.
- 11.2. Such termination shall not prejudice the right of TM to recover all charges, damages suffered, costs, and interests due and any other incidental damages incurred thereto.
- 11.3. Termination process of HE Service by the Customer shall be as prescribed by TM in the terms and conditions of subscription package.
- 11.4. Any fee and/or charge paid shall not be refundable upon termination of the HE Service by the Customer or in the event of suspension or termination by TM.

## **12. Limitation of Liability and Disclaimer**

- 12.1. The HE Service is provided on "as is" basis. TM makes no warranty of any kind, expressed or implied, including, but not limited to, warranties of accuracy and expressly disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- 12.2. While every care is taken by TM in the provision of the HE Service, TM shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or

termination of the HE Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the HE Service.

- 12.3. The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the HE Service, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.
- 12.4. TM shall not be liable for any loss or any damage sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the Customer's account and/or personal particulars. Neither shall TM be liable for errors, omissions or inaccuracies whether or not due to TM's neglect.
- 12.5. Any fees charged to the Customer for the usage of the HE Service is not refundable and the Customer is not entitled to request or demand for reimbursement for the usage of the HE Service upon unavailability of the HE Service (including intermittent unavailability due to any reasons including disruption to the network), cancellation, termination or expiration of the HE Service.
- 12.6. TM shall use its best endeavour to ensure the continuity and efficiency of the HE Service at all times but shall not be liable for any loss or damage, consequential or otherwise, arising out of any failure of the HE Service caused. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the HE Service.
- 12.7. TM does not make any warranty that the HE Service shall be free of or immune to viruses, and/or other forms of software-related infections or malicious code (collectively, "Malware"), nor does it accept any responsibility for the security and integrity of data transmitted over the internet to, from or through the HE Service, including but not limited to the TM's website. Customers are advised to take appropriate precautions against such Malware, including but not limited to the installation and use of appropriate anti-virus software.

### **13. License and Proprietary Rights**

- 13.1. The HE Service provided by TM contain Intellectual Property Rights which is the property belong to TM and/or has been licensed TM. In these circumstances, TM and/or its licensors shall retain exclusive ownership to the Intellectual Property Rights.
- 13.2. PLEASE NOTE that the availability of Video on Demand (VODs) or any current and upcoming Content on HE Service is depending on the licensed rights granted by the content providers to TM.
- 13.3. Content which is broadcasted on unifi TV (Set-top-Box) may not be similar with the Content available or offered through HE Service.
- 13.4. Subject to the Customer's compliance with this Agreement, the Customer is granted a limited, non-exclusive, non-sub licensable, non-assignable, free of charge license to use (but which is subject to any applicable subscription fee) the HE Service and/or download the playtv@unifi on an authorized Customer's Equipment or Device.
- 13.5. The Customer agrees not to sub-license, sell, rent, assign, lease, export, import, distribute or transfer or grant to a third party any rights granted herein for such use.

### **14. 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 TM or these Terms and Conditions.

### **15. Indemnity**

- 15.1. Notwithstanding anything to the contrary, the Customer 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 Customer, in the performance of or failure to perform their obligations under this terms and conditions or in relation to the Customer's use of the HE Service during the subscription period.

- 15.2. The Customer 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 Customer's costs.

**16. Amendments and Variation**

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

**17. Extension to the General Terms and Conditions**

- 17.1. For TM's existing subscriber of unifi and broadband, these Terms and Conditions are in addition to the General Terms and Conditions for unifi and broadband available for viewing at unifi.com.my.
- 17.2. In the event of inconsistencies between any of the provisions of the General Terms and Conditions and these Terms and Conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.
- 17.3. These Terms and Conditions shall also be read together with the terms and conditions of subscription package as prescribed by TM from time to time at <https://unifi.com.my>.

**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. Assignment**

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

**20. Binding on Successors**

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

**21. Indulgence and waiver**

- 21.1. No delay or indulgence by TM in enforcing any Terms or Conditions of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.
- 21.2. Failure by TM to exercise any part or all of its rights under the Terms and Conditions of this Agreement 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. 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.

**23. Governing Law and Jurisdiction**

This Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with thereof shall be subjected to the exclusive jurisdiction of Malaysia courts.

**24. Notice**

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.

**25. Costs and Taxes**

25.1 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the HE Service by TM. In particular, where Goods and Service Tax (“GST”) is applicable to TM as the supplier under this Agreement, TM is entitled to charge the GST payable to the Government on the Service and/or any TM services or equipment supplied to the Customer.

25.2 If TM is liable for GST as contemplated by Clause 25.1 then:

1. TM shall:

a) provide to the Customer information that may be reasonably required to establish its liability for GST; and

b) provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST ; and

2. where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by clause 25.1 shall be paid by the Customer.

25.3 If the fees, charges, damages or any other monies due hereunder by the Customer to TM shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM's solicitors fees and any other fees or expenses reasonably incurred in respect of such collection or as may be determined by the Court of law.

**26. Feedback**

For questions, comments or suggestions, please email us at [help@tm.com.my](mailto:help@tm.com.my).

**27. Customer's Warranties and Acknowledgement**

The Customer hereby acknowledges and agrees that:

- (i) the Customer has read and fully understood all the Terms and Conditions herein and agrees to be bound by the same upon the activation of the HE Service.
- (ii) the details and information provided to TM for the Login ID registration are true, genuine and contain the latest information and the Customer allows TM to conduct independent verification of the same with any organization or body to ensure its accuracy.
- (iii) the Content subscribed herein will be used solely for private viewing and the Content will not be displayed in a public place, hotel, pub, bar, restaurant, club, cafe or other commercial establishments. The Customer will not resell the Content or impose any charge on others to view the Content, nor will the Customer rebroadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Content in any form whatsoever. The Customer will not record, copy or reproduce the Content or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (as amended or replaced from time to time).
- (iv) the Customer consents to TM upgrading and/or updating the software currently used for the HE Service at anytime at its sole and absolute discretion.

**TERMS AND CONDITION FOR PLAYTV@UNIFI SUBSCRIPTION**  
**{Non- playtv@unifi Subscriber / Non-TM Service Subscriber}**

This terms and conditions shall also be read together with the Terms and Conditions for playtv@unifi Service.

Effective Date:

playtv@unifi Service ("Service")	Terms and Conditions (T&C)									
Eligibility	Residents of Malaysia aged eighteen (18) years old and above, including permanent residents and or expatriates who are currently living in Malaysia.									
Offerings	<table border="1" data-bbox="548 680 1377 884"> <thead> <tr> <th data-bbox="548 680 886 716">Type of Content</th> <th data-bbox="886 680 1377 716">Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 716 886 751">Ala Carte/VOD</td> <td data-bbox="886 716 1377 751">From RM6 to RM20 per month</td> </tr> <tr> <td data-bbox="548 751 886 846">playTV Pack</td> <td data-bbox="886 751 1377 846">RM15 per month RM 5 per week RM 1 per day</td> </tr> <tr> <td data-bbox="548 846 886 884">DiGi Packages</td> <td data-bbox="886 846 1377 884">From RM10 per month</td> </tr> </tbody> </table> <p data-bbox="548 915 1471 1310">(i) Package for playTV Pack is fixed to only 3 channels per transaction.  (ii) Channels that have been selected as part of the playTV Pack cannot be changed upon subscription. If the customer intends to subscribe to other channels, the customer is allowed to add-on the content by subscribing to additional package of playTV Pack or any content as Ala-Carte.  (iii) The following content are NOT available for subscription under playTV Pack:  a. Video On Demand (VOD); and  b. Channels of RM10 and above (Premium Channels).  (iv) The above stated pricing and packages are subject to be revised or varied by TM from time to time, at its sole discretion without giving any prior written notice to the customer. Details of each packages are available at <a href="http://www.unifi.com.my/tv">www.unifi.com.my/tv</a> and within the application.</p>		Type of Content	Price	Ala Carte/VOD	From RM6 to RM20 per month	playTV Pack	RM15 per month RM 5 per week RM 1 per day	DiGi Packages	From RM10 per month
Type of Content	Price									
Ala Carte/VOD	From RM6 to RM20 per month									
playTV Pack	RM15 per month RM 5 per week RM 1 per day									
DiGi Packages	From RM10 per month									
How to Register?	<p data-bbox="548 1346 1471 1587">(i) Download playtv@unifi application via Apple App Store, Android Market or where the application can be downloaded/installed or for personal computer, visit playtv@unifi link – <a href="https://playtv.unifi.com.my">https://playtv.unifi.com.my</a>;  (ii) Register the Service through your application or via website stated above;  (iii) You will be able to enjoy the Service upon subscription to any content or available packages offered via the application.  (iv) No registration fee will be charged.</p>									
Device	Up to 2 devices only per customer/subscriber.									
Termination	<p data-bbox="548 1686 1471 1892">(i) Access to the Service shall be subject to the subscription period for each package or content and service.  (ii) Termination of Service is deemed effective, under the following circumstances:  a. uninstallation or removal of the playtv@unifi application from your device(s) or personal computer; and  b. discontinuation of subscription within the apps or when you</p>									

	<p>unsubscribe from the content/package recurring subscription (for payment via DiGi, U Mobile, webe or broadband bill only.</p> <p>(iii) No penalty will be imposed for early termination of Service.</p> <p>(iv) The free basic channel offered together with your current subscription will also be terminated once you have unsubscribed from recurring charge or discontinued your subscription to any content/package (one time charge).</p>										
Content availability	<table border="1" data-bbox="548 468 1344 651"> <thead> <tr> <th>Type of Content</th> <th>Content availability</th> </tr> </thead> <tbody> <tr> <td>Free</td> <td>Limited channels.</td> </tr> <tr> <td>playTV Pack</td> <td>3 channels/content as desired.</td> </tr> <tr> <td>Ala Carte/VOD</td> <td>Any channel/VOD as desired.</td> </tr> <tr> <td>DiGi Packages</td> <td>Subject to the package subscribed.</td> </tr> </tbody> </table> <p><b>Important Terms:-</b></p> <p>(i) The availability of Video on Demand (VOD) or any current and upcoming content on playtv@unifi Service is depending on the licensed rights granted by the content providers to TM.</p> <p>(ii) Content which is broadcasted on unifi TV (Set-top-Box) may not be similar with the content available or offered through playtv@unifi Service.</p> <p>(iii) The above content offering may be varied from time to time at TM's discretion.</p> <p>(iv) Any subscription to Ala Carte or package plan will entitle the customer to get playtv@unifi basic channel for FREE till the end of customer's subscription period.</p>	Type of Content	Content availability	Free	Limited channels.	playTV Pack	3 channels/content as desired.	Ala Carte/VOD	Any channel/VOD as desired.	DiGi Packages	Subject to the package subscribed.
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