

## TERMS AND CONDITIONS FOR unifi TV PACKS SUBSCRIPTION

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO ANY AND/OR COMBINATION OF ANY unifi TV PACK(S) OFFERED BELOW. THIS TERMS AND CONDITIONS ARE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR unifi AND/OR BROADBAND SUBSCRIPTION. BY SUBSCRIBING TO ANY AND/OR COMBINATION OF ANY OF THE unifi TV PACK(S) BELOW, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY BOTH TERMS AND CONDITIONS.

1. **unifi TV ULTIMATE PACK, unifi TV ANEKA PLUS PACK, unifi TV VARNAM PLUS PACK, unifi TV RUBY PLUS PACK**, (individually shall be referred to as “unifi TV Pack” and collectively shall be referred to as “unifi TV Packs”).
  - (i) The content line up details for each unifi TV Pack are available at [www.unifi.com.my/tv](http://www.unifi.com.my/tv)
  - (ii) Any new Premium Channels introduced will not be included in the existing unifi TV Packs and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated). You may refer to the FAQ for details of Premium Channels.
  - (iii) Offering(s) in the unifi TV Packs may consist of the same channel(s) of Subscriber’s current subscriptions. In this instance, no discounts or rebates will be given.
  - (iv) TM has the absolute right to add or remove channel(s) from any unifi TV Packs and/or change any unifi TV packs offered from time to time. No discounts or rebates will be given in these circumstances.

## 2. ELIGIBILITY

unifi TV Packs are available to be subscribed by the following categories of Subscriber:

- (i) Existing unifi Subscriber (unifi VIP);
- (ii) New and Existing unifi Subscriber (unifi Lite, Advance and Pro); and
- (iii) New and Existing Broadband (8mbps/4mbps with unifi TV) Subscriber.

## 3. EFFECTIVE DATE OF SUBSCRIPTION PERIOD

- (i) **Existing unifi Subscriber:**
  - a) For existing unifi Subscriber (with or without Premium Channels subscription), the Subscription Period of any of the unifi TV Pack will commence from the 1st opt-in date.
  - b) The subscription to the existing Premium Channels which were included in any of the existing unifi TV Packs will automatically come to an end once the Subscriber has opted-in. However, no rebates will be given for the subscribed Premium Channels.
- (ii) **New unifi Subscriber (unifi Lite, Advance and Pro):**

For new unifi Subscriber, the Subscription Period will commence immediately upon activation of service. No discounts or rebates will be given during unifi TV free viewing period.
- (iii) **Existing Broadband (8mbps/4mbps with unifi TV) Subscriber:**
  - a) For Existing Broadband (8mpbs/4mpbs with unifi TV) Subscriber (with or without Premium Channels subscription), the Subscription Period of any of the unifi TV Pack will commence from the 1st opt-in date.

- b) The subscription to the existing Premium Channels which were included in any of the existing unifi TV Packs will automatically come to an end once the Subscriber has opted-in. However, no rebates will be given for the subscribed Premium Channels.
- (iv) **New Broadband (8mbps/4mbps with unifi TV) Subscriber:**  
For New Broadband (8mpbs/4mpbs with unifi TV) Subscriber, the Subscription Period will commence immediately upon activation of service. No discount and rebates will be given during unifi TV free viewing period.
- (v) **Minimum Subscription Period:**
  - a) Subscription to unifi TV Packs is subject to a Minimum Subscription Period of twelve (12) months ("MSP").
  - b) Upon expiration of MSP, the subscription to unifi TV Packs will automatically continue on a monthly basis until Subscriber chooses to terminate.

#### 4. SUBSCRIPTION METHOD

- (i) Subscriber must opt-in to subscribe to unifi TV Packs. The subscription can be made via any of the following methods:
  - a) TM Customer Service Center (call 100) & [live chat](#);
  - b) unifi Website ([www.unifi.com.my](http://www.unifi.com.my));
  - c) Any TMpoint;
  - d) Electronic Programming Guide (EPG) on unifi TV; or
  - e) TM's authorized resellers.
- (ii) Subscriber may opt-in to more than one unifi TV Packs at any time.

#### 5. CHANGE OF unifi TV PACKS SUBSCRIPTION

- (i) A request by Subscriber to upgrade any unifi TV Packs from lower price package to higher price package will not be charged any fee.
- (ii) A request by Subscriber to downgrade any unifi TV Packs from higher price package to lower price package will be charged a downgrade fee of RM10 (one-time charge).

#### 6. unifi TV PACKS TERMINATION

- (i) Termination of any unifi TV Packs can be made at any time via TM Customer Service Center (call 100) or any TMpoint.
- (ii) If the Subscriber terminates any of unifi TV Packs prior to the expiry of MSP, a termination penalty will be imposed. The said penalty shall be calculated as follows:

<b>(Monthly Subscription Fee x Number of remaining months)</b>
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- (iii) The above penalty shall be reflected in TM's bill.

- (iv) Notwithstanding the above, 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 termination or suspension of any unifi TV 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**

- (i) 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 ([www.tm.com.my](http://www.tm.com.my)).
- (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 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
- (iii) The applicable rate for any unifi TV Packs is subject to Goods and Services Tax.

## **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 either unifi, Broadband or this Terms and Conditions.

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

TM reserves the right to cancel, modify, suspend or delay the subscription of unifi TV 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**

- (i) Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through unifi TV Packs, TM does not guarantee nor provide any warranties whatsoever that the content in unifi TV Packs or any information or data accessed by the Subscriber through unifi TV 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 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 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 Packs.
- (iii) TM does not warrant that any content within unifi TV 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.
- (iv) 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 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.
- (v) The Subscriber understands and agrees that TM is providing the unifi TV 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 Packs by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.

## **11. 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 TV Packs 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.

## **12. 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).

### **13. EXTENSION TO THE unifi TERMS AND CONDITIONS**

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

### **14. EXTENSION TO THE BROADBAND TERMS AND CONDITIONS**

This Terms and Conditions is in addition to the General Terms and Conditions for Broadband available for viewing at [www.unifi.com.my](http://www.unifi.com.my). In the event of inconsistencies between any of the provision of the General Terms and Conditions for Broadband and this Terms and Conditions, the General Terms and Conditions for Broadband shall prevail to the extent of such inconsistencies.

### **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, 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.

### **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 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. SUBSCRIBER'S PERSONAL DATA AND INFORMATION**

Each party shall at all times comply with the Personal Data Protection Act 2010.

## TERMS AND CONDITIONS FOR UNIFI TV NEW ULTIMATE PACK

THESE SPECIFIC TERMS AND CONDITIONS FOR UNIFI TV NEW ULTIMATE PACK (“HEREINAFTER REFERRED TO AS “NEW ULTIMATE PACK”) SHALL BE READ TOGETHER WITH OTHER TERMS AND CONDITIONS AS STATED IN APPENDIX A. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE NEW ULTIMATE PACK. BY SUBSCRIBING TO NEW ULTIMATE PACK 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 words and expressions shall have the following meanings:

<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>“Minimum Subscription Period”</b> means the minimum period of subscription of any pack as determined by TM, for the avoidance of doubt the minimum subscription period of the New Ultimate Pack shall be as determined in Clause 5 below.</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 unifi Service subscribers who have opt to subscribe to the New Ultimate Pack.</p>
<p><b>“Subscription Period”</b> means the period of time when the Subscribers opt-in for the New Ultimate Pack for the first time until the period of time when the subscription is terminated either by TM or the Subscribers.</p>
<p><b>“TM”</b> means Telekom Malaysia Berhad (Company No. 200201003726 (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 this New Ultimate Pack.</p>
<p><b>“unifi Plus Box”</b> means a device that will allow Subscribers to receive media content of unifiTV and/or TM Over The Top (OTT) partners’ content on television.</p>
<p><b>“unifi Service”</b> means the service provided by TM which is a service consisting of the following components: HSBB Internet access service (“Internet”), Voice over internet (VOIP) service (“Voice”) and a choice between Internet Protocol Television (“IPTV”) (currently referred to as unifiTV) and/or any other TM’s services, at TM’s discretion.</p>
<p><b>“unifi TV Pack”</b> means any promotional pack and/or campaign in connection with the media content of unifi TV channels and OTT partners contents as determined by TM that is offered by TM to their customers which includes unifi TV Ultimate Pack, unifi TV Aneka Plus Pack, unifi TV Varnam Plus Pack and unifi TV Ruby Plus Pack.</p>

- (ii) 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.
- (iii) Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- (iv) The expression “him” or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.
- (v) TM and the Subscriber may be collectively referred to as the “Parties” and individually as the “Party” as the context may require. The Subscriber may also be referred to individually as “you” and “yours” as the context may requires.

## 2. THE NEW ULTIMATE PACK OFFERINGS

- (i) The New Ultimate pack shall come together with one (1) unifi Plus Box.
- (ii) This New Ultimate Pack will be available as an “ADD ON” for the existing unifi Service subscribers who have yet to subscribe to any of unifi TV Pack. The illustration is as follows:

### **Scenario**

***A is a non-convergence subscriber of 100 mbps (only broadband service without content) paying RM 129 for the subscription, if A wish to opt for the New Ultimate Pack as an ADD ON to his subscription, his total bill will now be RM 189 monthly.***

- (iii) This New Ultimate Pack is available for subscription as an upgrade to any of the existing unifi Service subscribers who had subscribed to any of unifi TV Pack and wishes to upgrade to the New Ultimate Pack. The illustration is as follows:

### **Scenario**

***A is a convergence subscriber of 100 mbps with Aneka Pack plus. A is paying RM 159 as the subscription fee where Aneka Plus Pack is valued at RM 30. Thus, upon upgrading to the New Ultimate Pack, A will be paying total of RM 189 monthly.***

*Note: The price or value used in the above scenarios merely for illustration purpose only and may be varied in actual pricing or value fixed by TM.*

- (iv) Unless otherwise stated in writing, any new premium channels introduced will not be included in New Ultimate Pack and a separate subscription is required for the subscription of new premium channels.
- (v) Channel Offering(s) in the New Ultimate Pack consist of the same channel(s) and/or content(s) of the existing Subscribers' current subscription. In this instance, there will be NO discounts or rebates given to the subscribers upon activation of the New Ultimate Pack.

## 3. ELIGIBILITY

The New Ultimate Pack are available to be subscribed by the following categories of Subscriber:

- (i) Existing unifi Service subscribers who have yet to subscribe to any of unifi TV Pack;
- (ii) Existing unifi Service subscribers who had subscribed to any of unifi TV Pack and wishes to upgrade to the New Ultimate Pack.

**4. EFFECTIVE DATE OF NEW ULTIMATE PACK**

The Subscription Period of the New Ultimate Pack will commence immediately upon activation of the New Ultimate Pack regardless of the date of delivery of the unifi Plus Box.

**5. MINIMUM SUBSCRIPTION PERIOD**

- (i) You are bound to complete a Minimum Subscription Period of twenty-four (24) months effective from the activation of the New Ultimate Pack.
- (ii) For any existing Subscriber who is still within the Minimum Subscription Period for any of unifi TV Pack, the Minimum Subscription Period of the New Ultimate Pack will prevail.

**6. SUBSCRIPTION METHOD**

- (i) Subscriber must opt-in to subscribe to New Ultimate Pack. The subscription can be made via any of the following methods:
  - (a) TM Customer Service Center (call 100) & live chat
  - (b) Any TMpoint;
  - (c) TM's authorized resellers

**7. DELIVERY AND INSTALLATION OF THE UNIFI PLUS BOX**

- (i) The unifi Plus Box shall be delivered through courier to the Subscriber. Upon successful subscription, the Subscriber will receive an SMS on the notification of unifi Plus Box delivery tracking reference number together with your unifi playTV ID.
- (ii) The unifi Plus Box will come together with an installation guide for the Subscriber's reference in the setting up the unifi Plus Box. Subscriber are advised to perform self-installation for the unifi Plus Box upon delivery.
- (iii) If the courier delivery is not successful, you may collect your unifi Plus Box at the nearest Pos Laju Hub Collection. However, you must do so within 21 days as after the 21 days the unifi Plus Box will be returned to TM if remains uncollected.
- (iv) If the Subscriber wish to request for a second delivery attempt, the Subscriber may do so via live chat on <http://bit.ly/unifilivechat>.
- (v) In the event Subscriber require on-site technical assistance, the Subscriber may request for truck roll together with installation service via live chat on <http://bit.ly/unifilivechat>. The Subscriber will be charged RM 80 for this service and it shall be reflected in the bill.

**8. CANCELLATION, TERMINATION, MODIFICATION, SUSPENSION OR DELAY**

**a. Termination by TM**

- (i) TM reserves the rights at all time to cancel, terminate, modify, suspend or delay the subscription of New Ultimate Pack. For the avoidance of doubt, any cancellation, termination, modification, suspension or delay by TM shall not entitle the Subscribers 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.
- (ii) TM has the right to take necessary action including but not limited to termination or suspension of the New Ultimate Pack without compensation of any kind to the Subscriber if the Subscriber commit



a breach or potential breach of any terms herein. TM shall take all reasonable effort to notify the Subscriber of any breach or potential breach prior to such termination or suspension.

**b. Early termination by the Subscriber**

- (i) Subject to Clause 8 (b) (ii) of this Terms and Conditions, if the Subscribers would like to terminate the subscription to this New Ultimate Pack, the Subscribers shall contact TM Customer Service Centre (call 100) or can be made at any TMpoint.
- (ii) If the Subscriber terminates any of New Ultimate Pack prior to the expiry of Minimum Subscription Period, an early termination fee ("Penalty") will be imposed. The Penalty shall be reflected in TM's bill. The said Penalty shall be calculated as follows:

<b>(Monthly New Ultimate Pack Subscription Fee x Number of remaining months)</b>
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- (iii) The termination will take effect immediately from the date of the termination request by the Subscriber.

**9. SUBSCRIPTION FEE**

- (i) The subscription fee for the New Ultimate Pack shall be RM 60.00 monthly.
- (ii) The Subscriber shall be liable for and shall promptly pay to TM, within time period specified in TM's bill for the subscribed New Ultimate Pack, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscribers may dispute the same.
- (iii) The applicable rate of the New Ultimate Pack is subject to Sales and Services Tax or similar tax, whichever applicable.

**10. YOUR REPRESENTATIONS AND WARRANTIES**

- (i) By subscribing to the New Ultimate Pack, you agree that you have attained the age of majority, sound mind, has the full capacity to enter into a contract and shall be deemed to have unconditionally accepted all the Terms and Conditions.
- (ii) You further agree to be bound by this Terms and Conditions and any of TM's decision with regard to this offering and your subscription to any of TM's products and services shall be final and no correspondences on the dissatisfaction of such terms and conditions will be entertained.

**11. SUBSCRIBERS' 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 New Ultimate Pack, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same.
- (ii) Comply with all notices or instructions given by TM (if any) from time to time in respect of the New Ultimate Pack;

- (iii) Abide and adhere to this Terms and Conditions and other related terms and conditions issued by TM;
- (iv) The Subscriber shall only use the unifi Service, New Ultimate Pack and the unifi Plus Box 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 Service, the New Ultimate Pack, unifi Plus Box, or breach of TM or 3rd party intellectual property.

## 12. WARRANTY

The unifi Plus Box comes with a warranty period of twelve (12) months from the date the Subscriber received the unifi Plus Box. For further details of warranty policy, you may refer to the warranty policy available at <https://unifi.com.my/plusbox> or at the unifi Plus Box manual guide.

## 13. 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.

## 14. DISCLAIMER

- (i) TM does not guarantee nor provide any warranties whatsoever that the content in New Ultimate Pack and as well any TM OTT Partner apps/ content for any information or data accessed by the Subscriber through the media 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 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 unifi Service and accessing the New Ultimate Pack at all time in accordance with the purpose of the 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 media box or breach of 3<sup>rd</sup> party Intellectual Property.
- (iii) The Subscriber understand and agrees that TM is providing the New Ultimate Pack 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 New Ultimate Pack.
- (iv) The Subscriber understand that the quality of display of the content in the New Ultimate Pack may vary from device to device, and may be affected by a variety of factors. HD, Ultra HD, HDR and 4K availability is subject to your television device capabilities.

- (v) In the event where the Subscriber is an existing unifi TV Pack subscriber, the Subscribers understand and agree that by subscribing to the New Ultimate Pack, the Subscribers would be subjected to the Minimum Subscription Period of twenty-four (24) months as stated in Clause 5 of this Terms and Conditions regardless of the duration the Subscribers has enjoyed under the previous unifi TV Pack.

#### **15. 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 New Ultimate Pack 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.

#### **16. LIMITATION OF LIABILITY**

By participating in this New Ultimate Pack, 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.

#### **17. 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).

#### **18. 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, act of sabotages, government orders, epidemics, pandemics or other causes beyond its reasonable control, whether or not similar to the foregoing.

#### **19. 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.

## **20. 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.

## **21. 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 New Ultimate 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.

## **22. BRIBERY, CORRUPTION, FRAUDELENT 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 22(ii) above. The Subscriber shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages.

## **23. 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.

## **24. 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.

## **25. 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.

**26. 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.

**27. ORDER OF PRECEDENCE**

- (i) In the event of any inconsistencies in relation to Clause 2,4, 5,7 and 8 and in relation to the offerings related to the New Ultimate Pack, the Clause stated herein shall prevail over the General Terms and Conditions for unifi Service and the Terms and Conditions for unifi TV Packs Subscription as provided for in Appendix A.
- (ii) Unless otherwise stated in Clause 27(i) above, the General Terms and Conditions for unifi Service as provided for in Appendix A shall prevail in the event of inconsistencies.

**28. 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. In addition to that, you may refer to the Frequently Asked Questions "FAQ" available at unifi TV website.

{End of Clause}

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**APPENDIX A**

<p>General Terms and Conditions for unifi Service</p>	<p><a href="https://www.tm.com.my/Documents/Unifi/UniFi%20Terms%20and%20Conditions.pdf">https://www.tm.com.my/Documents/Unifi/UniFi%20Terms%20and%20Conditions.pdf</a></p>
<p>Terms and Conditions for unifi TV Packs Subscription</p>	<p><a href="https://www.tm.com.my/tv/assets/docs/Terms%20and%20Conditions%20for%20unifi%20TV%20Packs%20Subscription.pdf">https://www.tm.com.my/tv/assets/docs/Terms%20and%20Conditions%20for%20unifi%20TV%20Packs%20Subscription.pdf</a></p>