

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

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO UNIFI TV BOX. THIS TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI AND UNIFI TV PACKS (“unifi Service”). BY SUBSCRIBING TO UNIFI TV BOX BELOW IN ADDITION TO YOUR CURRENT UNIFI SERVICE SUBSCRIPTION, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY EACH RESPECTIVE TERMS AND CONDITIONS.

### 1. DEFINITIONS

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>“Intellectual Property Rights”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>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.</p> |
| <p><b>“Minimum Subscription Period”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>Means the minimum period of subscription of the Unifi TV Box as may be determined by TM. For the avoidance of doubt the minimum subscription period of the Unifi TV Box shall be as determined in Clause 2(v) below.</p>                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>“Personal Data”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Means personal data having the meaning ascribed under the Personal Data Protection Act 2010 (PDPA).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>“Subscriber”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Means any unifi Service subscribers who have opt to subscribe to the Unifi TV Box Service</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>“Subscription Period”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Means the period of time when the Subscriber opt-in for the Unifi TV Box for the first time until the period of time when the subscription is either terminated either by TM or the Subscriber(s).</p>                                                                                                                                                                                                                                                                                                                                                                                                             |

**“TM”**

Means Telekom Malaysia Berhad (Company No. 198401016183 (128740-P)), a company incorporated under the laws of Malaysia with its business address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, including any of its subsidiaries that is authorised to act on behalf of TM to provide the services in relation to the Unifi TV Box.

**“Unifi TV Box”**

Means a media device that will allow Subscribers to receive Unifi TV’s media content and/or TM Over –the- Top (OTT) partners’ content on television.

**“Unifi TV Box Service”**

Means as per provided in Clause 2 below.

## 2. THE UNIFI TV BOX SERVICE

- (i) Unifi TV Box service is a service offered by TM that enable existing unifi Service subscribers to receive content (offered by Unifi TV or by TM OTT Partners) through a media device named **“Unifi TV Box”** for viewing *via* a television set.
- (ii) Upon subscription of this Unifi TV Box Service, the unifi Service Subscriber will receive a Unifi TV Box (warranty applicable) (hereinafter referred to as the Unifi TV Box) subject to this Terms and Conditions.
- (iii) The Subscriber will have an option to add, a maximum of three (3) additional Unifi TV Box Service for each unifi account, on top of the existing set-top-boxes or Unifi TV box received during the current subscription, subject to the applicable rate as stated below.
- (iv) Each Unifi TV Box Service subscription comes with a recurring monthly charge of RM10 with twenty-four (24) months Minimum Subscription Period (MSP). The monthly charges will be reflected in TM bill.
- (v) Starting from 13 September 2025, each Unifi TV Box Service new subscription comes with a recurring monthly charge of RM10 with twenty-four (24) months Minimum Subscription Period (MSP) or one time charge of RM240. The monthly or one time charge charges will be reflected in TM bill.
- (vi) For the RM10 Add-on charge, Subscriber will receive the Unifi TV Box and can perform self-installation of the Unifi TV Box upon delivery. In the event Subscriber require on-site technical assistance for the installation, Subscriber will be subject to RM80.00 service charge [included in bill].

(vii) For more information on the self-installation guide please visit <https://unifi.com.my/tv/index.html#/unifi-tv-box> **TV** for assistance.

### 3. ELIGIBILITY

#### (i) Categories of subscription:

a) unifi TV Box Service is available for subscription as ADD ON for existing unifi Service Subscribers as per the following Subscriber's categories:

| No. | Categories                                                   | Option                                                                                                                                                                                                                                                                                                                                                                   |
|-----|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Existing unifi Service subscriber with unifi TV packs (TVTV) | <b>Option 1</b><br>Upgrade to any of the unifi Home Broadband Service bundle with Unifi TV TVBox.<br><br>For the latest offerings, kindly visit <a href="http://www.unifi.com.my">www.unifi.com.my</a>                                                                                                                                                                   |
|     |                                                              | OR<br><br><b>Option 2</b><br>Add unifi TV Box Service only as ADD ON (up to three (3) unifi TV Box) per each unifi account.                                                                                                                                                                                                                                              |
| 2.  | Existing unifi Service Subscriber without unifi TV pack      | <b>Option 1</b><br>Upgrade to any of the following unifi Home Broadband Service bundle with unifi TV Box.<br><br>For the latest offerings, kindly visit <a href="http://www.unifi.com.my">www.unifi.com.my</a><br><br>OR<br><br><b>Option 2</b><br>Add-On RM10/month for unifi TV Box , with option to add unifi TV Box Service as ADD ON (up to three (3) unifi TV Box) |

**Table 1**

b) TM does not guarantee that any existing media Box currently in use for any existing unifi Service will still remain in service upon Subscriber changing

their unifi subscription to any of the unifi packages that comes with this unifi TV Box. Once the Subscriber uses the unifi TV Box, TM will not provide any replacement, technical service and support to the existing media Box.

**(ii) Pre-requisite requirement:**

- (a) The Subscriber of unifi TV Box Service must have an active subscription of unifi Service (minimum of 30 mbps) with subscription of any unifi TV Packs.
- (b) Existing unifi Service features [internet speed, VOIB / phone, unifi TV pack or any value added service (VAS)] shall be maintained and remain active throughout the subscription period of the unifi TV Box Service to avoid any service interruption.

**4. EFFECTIVE DATE OF UNIFI TV BOX SERVICE SUBSCRIPTION**

The subscription period of the unifi TV Box Service will commence upon order completion in system.

**5. SUBSCRIPTION METHOD**

(i) Unifi TV Box add-on Service can be subscribed via any of the following methods:

- a) Any Unifi Stores /TM Authorised Dealers nationwide;
- b) Unifi Care Crew (call 100) or Live Chat;
- c) unifi website ([www.unifi.com.my](http://www.unifi.com.my)); and
- d) Unifi Universe app

**6. TERMINATION OF UNIFI TV BOX SERVICE**

(i) A penalty will be imposed to the Subscriber by TM for any termination of unifi TV Box Service prior to the expiry of MSP.

(ii) The termination penalty shall be calculated as follows:

|                                                                       |
|-----------------------------------------------------------------------|
| <b>(Monthly Subscription Fee x Number of remaining months of MSP)</b> |
|-----------------------------------------------------------------------|

(iii) The above penalty shall be reflected in TM's bill.

- (iv) Termination of unifi TV Box Service can be made via Unifi Care Crew (call 100), TM live chat at [livechat.tm.com.my](https://livechat.tm.com.my) or any Unifi Stores.
- (v) Notwithstanding the above, in the event the Subscriber commits any breach or potential breach of this Terms and Conditions, TM shall have the right to terminate or suspend the unifi TV Box Service without compensation of any kind to the Subscriber for the penalty and/or any other associated costs that arises as a result thereof. TM shall take all reasonable effort to notify the Subscriber of any breach or potential breach prior to such termination or suspension.

## **7. SUBSCRIBER'S OBLIGATION**

- (i) The Subscriber shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscription of the Unifi TV Box Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same.
- (ii) The applicable rate for any Unifi TV Box Service is subject to service tax or similar tax, whichever applicable.

## **8. LIMITATION OF LIABILITY AND WARRANTY**

- (i) By subscribing to the Unifi TV Box, you agree that (i) TM, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors shall not be liable in any way for any losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive, general damages and/or special damages of any party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the pack even if TM has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- (ii) For details of warranty policy, you may refer to the Warranty policy available at <https://unifi.com.my/tv/index.html#/unifi-tv-box> or at the Unifi TV Box manual guide.

## **9. REFUSAL OF SUBSCRIPTION**

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

## **10. CANCELLATION, TERMINATION, MODIFICATION, SUSPENSION OR DELAY**

TM reserves the rights at all times to cancel, terminate, modify, suspend or delay the subscription of Unifi TV Box Service. For the avoidance of doubt, any cancellation, termination, modification, suspension or delay by TM shall not entitle the Subscriber to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Subscriber as a direct or indirect result of such action by TM.

## **11. DISCLAIMER**

- (i) TM does not guarantee nor provide any warranties whatsoever that the content and/or any information and/or data accessed by the Subscriber in unifi TV and/or in any of TM OTT business partner's appsthrough the unifi TV Box will not contain the following:
  - a) any elements that is contrary to law including but not limited to elements which promotes or encourages, theft, fraud, drug-trafficking, money-laundering or terrorism; or
  - b) incites violence, sadism, cruelty or racial or religious hatred; or
  - c) contains blatant bigotry; or
  - d) promotes, encourages and/or facilitates prostitution, pedophilia and any unnatural acts of a carnal nature; or
  - e) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
  - f) contains any element which may be and/or deemed offensive, obscene, upsetting, seditious or defamatory to the Subscriber.
- (ii) The Subscriber shall exercise discretion at all times while using the unifi TV Box Service, in accordance with the purpose of subscription. TM shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any illegal or unauthorized usage, information or content accessed through the unifi TV Box or breach of 3<sup>rd</sup> party intellectual Property.
- (iii) TM does not warrant that any content or data accessed via the unifi TV Box, (a) will not be interrupted or error-free, or (b) will prevent unauthorised access by third parties. TM does not authorize anyone to make a warranty of any kind on its behalf and the Subscriber should not rely on anyone making such statements.

- (iv) The broadcast of any programs on the unifi TV Box shall be subject to the license rights granted to TM by the content owners or licensors. TM does not provide any warranty whatsoever that all programs broadcasted on unifi TV or TM OTT business partner will be broadcasted to the Subscriber at all times. TM reserves the right to review the channels made available in unifi TV Box Service from time to time and/or substitute any channel or content (at TM's sole discretion) in accordance with the license rights and license period that have been granted to TM.
- (v) The Subscriber understands and agrees that TM is providing the unifi TV Box Service on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event will TM 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 Box by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.
- (vi) The Subscriber hereby grant consent to TM to upgrade and/or update the software currently used for the unifi TV Box at any time without any prior notice. TM shall not be liable if the Subscriber's equipment or device is incompatible with the unifi TV Box due to the upgrading and/or updating of the software.

## **12. INDEMNITY**

- (i) Notwithstanding anything to the contrary, the Subscriber will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on the part of the Subscriber, in the performance of or failure to perform its obligations under this Terms and Conditions or in relation to the Subscriber's use of unifi TV Box during the subscription period.
- (ii) The Subscriber will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any intellectual property rights by the Subscriber and/or any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Subscriber's costs.

## **13. LAWFUL PURPOSES**

The Subscriber shall only use the unifi TV Box Service for lawful purposes only and not in violation of any applicable local, international, federal or state law or regulations including transmission or installation of any illegal or unauthorized

material to or by any party, modification or alteration of any equipment, hardware, software or application related or to any connection of unifi TV Box, or breach of TM or 3rd party intellectual property. At all material times, the subscriber shall not re-sell the unifi TV Box to 3<sup>rd</sup> Party and the said box shall be exclusively provided by TM to its customer.

**14. AMENDMENTS AND VARIATION**

TM reserves the rights to change, amend, delete or add on to this Terms and Conditions at any time without prior written notice and the Subscriber hereby agrees to be bound by such amendment(s).

**15. FORCE MAJEURE**

Neither Party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, act of terrorism including but not limited to the other Party's direct assistance in the execution of warfare activities forbidden by international humanitarian law, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, act of sabotages, government orders, epidemics, pandemics or other causes beyond its reasonable control, whether or not similar to the foregoing.

**16. GOVERNING LAW AND JURISDICTION**

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

**17. NOTICE OR DELAY**

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Terms and Conditions shall be in writing to the address of the respective party. For clarity purpose, the address for TM is as stated in Clause 1 and Subscriber's address is as per registered address in TM's customer database and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, telegram, facsimile or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of facsimile, upon successful completion of transmission; in the case of email upon sending; in the case of telegram or hand delivery or courier, the next business day after it has been delivered.

**18. SUBSCRIBERS' PERSONAL DATA AND INFORMATION**

Each Party shall at all times comply with the Personal Data Protection Act 2010. Any Personal Data provided by the Subscribers to TM in connection with the subscription of the unifi TV Box shall be kept confidential and is subject to the

Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit <https://www.tm.com.my/Documents/TM%20Privacy%20Notice.pdf>). TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Personal Data.

## **19. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT**

- (i) Each Party hereby represents, warrants and undertakes that it shall comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts including to comply with TM anti-corruption policies and procedures in the course of performing and/or carrying out its obligations under and/or in connections with this Terms and Conditions.
- (ii) Notwithstanding any provision of this Terms and Conditions, TM shall have the right to terminate this Terms and Conditions with immediate effect by written notice to the Subscriber if it learns that the Subscriber has breached any of the terms set out in this clause and/or the Subscriber is found to have committed bribery, corruption and/or fraudulent acts prohibited under the applicable laws in Malaysia and, if applicable, any other jurisdiction in the course of performing and/or carrying out its obligations under and/or in connection with this Terms and Conditions.
- (iii) The Subscriber shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination ("Losses") based on sub-clause 19(ii) above. The Subscriber shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages.

## **20. SEVERABILITY**

If any provision contained herein should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

## **21. ASSIGNMENT**

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

**22. BINDING ON SUCESSORS**

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

**23. INDULGENCE AND WAIVER**

- (i) No delay or indulgence by TM in enforcing any terms of this Terms and Conditions or granting of time by TM to the Subscriber shall prejudice the rights or powers of TM under this Terms and Conditions or at law.
- (ii) Failure by TM to exercise any part or all of its rights under this Terms and Conditions or any partial exercise shall not act as a waiver in respect of any subsequent or continuing breach.

**24. CONTACT INFORMATION**

For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, please do not hesitate to contact Unifi Care Crew (call 100) or Live Chat or to meet the TM's appointed and authorised personnel at any Unifi stores.

**[End of Clause]**