

TERMS AND CONDITIONS FOR UNIFI TV APP SERVICE

THESE TERMS AND CONDITIONS FOR UNIFI TV APP SERVICE ('HEREINAFTER REFERRED TO AS 'AGREEMENT') SHALL BE READ TOGETHER WITH APPENDIX A AND B ATTACHED HEREIN. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE UNIFI TV APP SERVICE. BY SUBSCRIBING TO THE UNIFI TV APP SERVICE BELOW YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY EACH RESPECTIVE TERMS AND CONDITIONS.

1. UNIFI TV APP SERVICE

The Unifi TV App Service will allow Customer to have access and viewing of Content available on Unifi TV application (as it is currently known as) via multiple electronic devices, on the terms and conditions set forth herein, as may be amended from time to time by TM.

2. DEFINITIONS

- (i) In this Agreement, 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 Unifi TV App 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 Unifi TV App Service. The content for Unifi TV App Service consists of Live Channels, Catch Up and U PICK (Transactional Video On Demand (TVOD)) and any current and upcoming Content available on Unifi TV;</p>
<p>"Customer" means the person subscribed to Unifi TV App Service who is subject to the terms and conditions contained in the Agreement herein;</p>
<p>"Customer's Equipment or Device" means the equipment and/or device(s) configured by the Customer to obtain access to Unifi TV App Service, i.e. smart phones, smart TV, PC, tablets or any other technological devices which allow access to Unifi TV App Service;</p>
<p>"Direct Carrier Billing" Direct carrier billing ("DCB") is an online payment method that allows Customer to make purchases by charging payments to their mobile phone bill;</p>
<p>"Intellectual Property Rights" means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or 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>“Login ID” means the unique identifier of Customer’s log in account that is provided upon successful registration which will then allow the Customer to access the Unifi TV application and Unifi TV App Service;</p>
<p>“Non Unifi or Non TM Customer” User/Customer who register to Unifi TV App using mobile number;</p>
<p>“Personal Data” means information collected by TM from the Customer including all information and details provided by the Customer to TM in connection with the Unifi TV App Service;</p>
<p>“Third Party App Store” means any third party app store, downloading platform and/or where Unifi TV application can be downloaded and installed on the Customer’s Equipment or Device including but not limited to Apple App Store, Android Market and Huawei Apps Gallery;</p>
<p>“TM” means TM Technology Services Sdn. Bhd. (Company No. 200201003726 (571389-H)), a wholly owned subsidiary of TMB and a company incorporated under the laws of Malaysia with its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur that provides the Unifi TV App Service;</p>
<p>“TMB” means Telekom Malaysia Berhad (Company No. 198401016183 (128740-P)), the holding company of TM, the expression of which shall include its holding, related or subsidiary companies as defined in Companies Act 2016;</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>“Unifi TV application/ Unifi TV (known as <i>Unifi TV App</i> at Third Party App Store)” means the application for the access of Unifi TV App Service which is available for download from Third Party App Store or where it can be downloaded and installed on the Customer’s Equipment or Device to facilitate access to Unifi TV App Service or available at personal computer via web browser; and</p>
<p>“Unifi TV App Service” means a service that is provided to Customer via the Customer’s Equipment or Device which contained the Content as defined herein; The details which shall be provided in Appendix A and Appendix B.</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) Words 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.

3. ELIGIBILITY AND ID REGISTRATION

- (i) The Customer will be required to install or download the Unifi TV application from any Third Party App Store in order to access the Unifi TV App Service.
- (ii) The Unifi TV App Service shall be made available to:
 - (a) For Unifi Customer who subscribes to any of the Unifi TV packs available on www.unifi.com.my/tv, the said Customer will received a predefined Login ID (example@iptv or example@tvos) as complimentary ID. Details of the Unifi TV App Service made available to the Unifi Customer can be referred to in Appendix A.
 - (b) For Non-Unifi or Non-TM Customer, registration of Unifi TV App Service is available via mobile number and any other applicable mode of registration as provided by TM from time to time. Details of the Unifi TV App Service made available for non-Unifi and non TM Customer can be referred to in Appendix B. For the avoidance of doubt, when the Non-Unifi or Non-TM Customer has completed the registration of Unifi TV App Service as required by TM, the Non-Unifi or Non-TM Customer shall be referred to as “Customer” and are bound by the terms and conditions of this Agreement.
- (iii) The Unifi TV App Service is available to be subscribed by residents of Malaysia aged eighteen (18) years old and above, including permanent residents or expatriates who are currently living in Malaysia.

4. DURATION OF SERVICE AND APPLICABILITY

- (i) Access to the Unifi TV App Service shall be subjected to the subscription period and Customer’s subscription to the Unifi TV App Service.
- (ii) The Customer is required to re-subscribe to the Content or any preferred package upon the termination of the subscription of Unifi TV App Service for any reason whatsoever.
- (iii) By subscribing to the Unifi TV App Service, the Customer agrees to:
 - (a) bear all charges relating to the use and subscription of the Unifi TV App Service;
 - (b) be bound by the terms of this Agreement as updated from time to time;
 - (c) update TM with any changes to the Customer’s phone number or contact details should there be any changes;

- (d) allow TM to verify the information provided by the Customer for the registration and subscription of the Unifi TV App Service with third parties, where necessary; and
 - (e) allow TM to access the Customer's account information, in order to respond to service or technical issues (which shall include any of TM group of companies or affiliates);
 - (f) allow TM to access the Customer's account information for TM's marketing activities including but not limited to marketing communications made by TM (which shall include any of TM group of companies and/or its affiliates).
- (iv) **Data Usage:**
The Unifi TV App Service may utilise the available internet data connection(s) on the Customer's Equipment or Device to gain access to Unifi TV App Service. By subscribing to the Unifi TV App Service, the Customers agree to bear all costs in connection with such internet data connections levied by their respective mobile service providers. TM hereby accepts no liability in connection with the same.

5. CUSTOMER'S PERSONAL DATA AND INFORMATION

Each Party shall at all times comply with the Personal Data Protection Act 2010. Any Personal Data provided by the Customer to TM in connection with the subscription of the Unifi TV App Service shall be kept confidential and is subject to TM's Privacy Notice (for further information on the Privacy Notice of TM's group of companies, please visit https://www.tm.com.my/sites/default/files/Documents/TM_Privacy_Note_2023.pdf) TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Personal Data.

6. CHARGES AND PAYMENT

- (i) The Customer agrees that TM may charge any subscription fees or package charges in connection with the Customer's use of the Unifi TV App Service and/or access to the Content.
- (ii) Subscription fees and/or or package charges for the Unifi TV App Service shall be as prescribed from time to time in the terms and conditions of package subscription and within the application.
- (iii) The list of pricing and details of Content/channel(s) (ala carte and package) are available online at www.unifi.com.my/tv. All prices specified therein and charged to the Customer are subjected to the applicable government tax including any sales and services taxes (if applicable).
- (iv) Such subscription fees or package charges shall be paid prior to the Customer's access to any Content and/or use of the Unifi TV App Service via the available payment channel/method provided to the Customer.
- (v) The Customer may choose to make payment via any of the method provided under Appendix A or Appendix B.

Note: The above method of payment is also subjected to the other direct carrier billing operators, **subject to any agreement entered into between TM and the direct carrier billing operator(s). TM hereby reserves the right to amend and vary the above method of payment from time to time.*

- (vi) Unless otherwise informed and/or notified by TM vide whichever medium of communications to the Customer, the Customer hereby fully aware and understand that there is no refund policy for any payments made by the Customer to TM in regards to Unifi TV App Service provided herein.

7. TERMS OF CONTENT USED

- (i) The Content available on the Unifi TV App Service, may or may not require a fee to be paid prior to such Content is make available for viewing to the Customer. If the Customer is required to pay any subscription fees or charges for the Content, Clause 6 (Charges and Payment) above, shall apply to the Customer.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) The Customer is prohibited from recording, copying or reproducing the Unifi TV App 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).
- (vi) The use of this Unifi TV App Service and the use of the Content are only permitted in Malaysia.
- (vii) Theft, fraud piracy or other unauthorised usage of the Unifi TV App 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 Unifi TV App Service.
- (viii) TM may from time to time launch any new Content or authorise any other person to do so.
- (ix) The Customer may purchase any new Content or authorise any other person in the Customer's household to do so. The Customer acknowledges that any person who have access to his/her account may purchase such new Content and the Customer shall be responsible to pay for all fees or charges incurred thereto.

8. CUSTOMER'S RESPONSIBILITIES

The Customer shall:

- (i) be responsible for the acquisition, set-up and/or configuration of his/her own Equipment or Device for access to the Unifi TV App Service, including but not limited to the installation of Unifi TV App Service and the provision of the 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 Unifi TV App Service;

- (iii) comply with the rules of any network to which the Customer has access through the Unifi TV App Service for the purposes of any Unifi TV App Service stated herein;
- (iv) comply with any agreements or terms and conditions imposed by any of the Third Party App Store to which the Customer has downloaded and installed the Unifi TV application;
- (v) understand and acknowledge that the owner of the Third Party App Store may have the right of third party beneficiaries, subject to the agreement between the Third Party App Store owner and TM, wherever applicable;
- (vi) abide and adhere to the terms and conditions of this Agreement;
- (vii) not use the Unifi TV App Service in any manner, which in the opinion of TM may adversely affect the use of the Unifi TV App Service by other Customer(s) or efficiency or security of the Unifi TV App Service as a whole;
- (viii) immediately report to TM when the Customer discovers any act of fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Unifi TV App Service and/or the use of Content, and promptly lodge a police report (if required to do so) and thereafter, provide to TM with a copy of such police report; and
- (ix) 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

- (i) The Customer shall be solely responsible for all acts or omissions that occur when using the Unifi TV App 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 the relevant government bodies and/or authorities.
- (ii) The Customer agrees that he/she will not use the Unifi TV App Service in a manner which will result in any criminal or civil liability to TM and/or its related affiliates. By way of example and not as a limitation, the Customer shall not use the Unifi TV App Service as follows:-
 - (a) for any unlawful purposes or any other purpose which is against or undermining public interest, public order or national harmony; or
 - (b) 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
 - (c) 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 Unifi TV App Service; or
 - (d) to disseminate any destructive computer viruses or Malware (as defined below) to computer networks.

10. RIGHTS RESERVED BY TM

- (i) 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.
- (ii) TM hereby reserves the absolute right and shall be entitled at any time to:
 - (a) add, delete or make changes to the Content;
 - (b) add or substitute alternative or new Content;
 - (c) terminate or discontinue any of the Content;
 - (d) alter the number of Content and price of each Content or its package;
 - (e) reduce the number of hours of broadcast of any of the Content;
 - (f) upgrade or update any software currently in use for the Unifi TV App Service;
 - (g) upload or download any data or information that may be transmitted via the Unifi TV App Service;
 - (h) add, delete or make changes to the Unifi TV application on the Customer's Equipment or Device
 - (i) send any marketing communications to the Customers relating to Unifi TV App Service, any package promotions, new Content and other purposes as TM may determine, via electronic direct mail (EDM), short message service (SMS), instant messaging application (e.g. WhatsApp, WeChat and etc., whichever is applicable), mail drops, phone call from Telekom Malaysia Sales Centre (TMSC) or other medium as TM deems fit.
- (iii) TM shall be under no liability whatsoever to the Customer if any of the rights reserved in this Clause 10 are exercised by TM.
- (iv) If the Customer is not agreeable to any of these terms and Conditions or any amendments thereof, the Customer should discontinue use of the Unifi TV App Service and access to the Content.

11. SUSPENSION AND TERMINATION

- (i) 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 Unifi TV App Service and/or Content without any liability to TM at any time for any reason whatsoever.
- (ii) TM shall also have the right, by way of notice in writing, to suspend or immediately terminate the Customer's access to the Unifi TV App Service and/or Content if the Customer breaches any of the representations and warranties referred to above or any other provisions of this Agreement.
- (iii) 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.

- (iv) Termination process of Unifi TV App Service by the Customer shall be as prescribed by TM in the terms and conditions of the subscription package subscribed by the Customer.
- (v) Any fee(s) and/or charge(s) paid shall not be refundable upon termination of the Unifi TV App Service by the Customer or in the event of suspension or termination by TM.

12. LIMITATION OF LIABILITY AND DISCLAIMER

- (i) The Unifi TV App Service is provided on "AS IS" basis. TM makes no warranty of any kind, disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- (ii) While every care is taken by TM in the provision of the Unifi TV App 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 Unifi TV App Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Unifi TV App Service.
- (iii) The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Unifi TV App Service, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.
- (iv) 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 any errors, omissions or inaccuracies whether or not such errors, omissions or inaccuracies are due to TM's neglect.
- (v) Any fees charged to the Customer for the usage of the Unifi TV App Service is not refundable and the Customer is not entitled to request or demand for reimbursement for the usage of the Unifi TV App Service upon unavailability of the Unifi TV App Service (including intermittent unavailability due to any reasons including disruption to the network), cancellation, termination or expiration of the Unifi TV App Service.
- (vi) TM shall use its best endeavour to ensure the continuity and efficiency of the Unifi TV App Service at all times but shall not be liable for any loss or damage, consequential or otherwise, caused by or arising out of, any failure of the Unifi TV App Service. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Unifi TV App Service.
- (vii) TM does not make any warranty that the Unifi TV App Service shall be free of or immune to any 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 Unifi TV App 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

- (i) The Unifi TV App Service provided by TM contain Intellectual Property Rights, which the property belongs to TM and/or has been licensed to TM. In these circumstances, TM and/or its licensors shall retain exclusive ownership to the Intellectual Property Rights.
- (ii) **PLEASE NOTE** that the availability of any Live Channels, Catch Up and U PICK (TVOD) or any current and upcoming Content on Unifi TV App Service is depending on the licensed rights granted by the content providers to TM.
- (iii) The Content which is broadcasted on Unifi TV Box (as it is currently known as) may not be similar with the Content available or offered through Unifi TV App Service.
- (iv) 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 Unifi TV App Service and/or download the Unifi TV App on an authorized Customer's Equipment or Device.
- (v) 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 either to TM or to the provisions of this Agreement.

15. INDEMNITY

- (i) 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 Unifi TV App Service during the subscription period.
- (ii) 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 deems 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 VARIATIONS

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

17. EXTENSION TO THE GENERAL TERMS AND CONDITIONS

- (i) For TM's existing subscriber of Unifi Home, Unifi Mobile, and any related campaign, the provisions of this Agreement are in addition to the General Terms and Conditions for Unifi Home, Unifi Mobile, and any related campaign and broadband available for viewing at <https://unifi.com.my>.

- (ii) In the event of inconsistencies between any of the provisions of this Agreement and the General Terms and Conditions, the General Terms and Conditions shall prevail to the extent of such inconsistency.
- (iii) The provisions of this Agreement shall also be read together with the terms and conditions of broadband subscription package, Unifi TV pack, and other terms and conditions 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 or her rights or obligations under this Agreement to any other person whatsoever except with prior approval from 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 SUCESSORS

This Agreement is 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

- (i) No delay or indulgence by TM in enforcing any of the provision 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.
- (ii) Failure by TM to exercise any part or all of its rights under the provisions 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. GOVERNING LAW AND JURISDICTION

This Agreement 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.

23. 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, pandemics, epidemics, 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.

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. COST AND TAXES (IF APPLICABLE)

- (i) The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Unifi TV App Service by TM.
- (ii) 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. 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 Unifi Store (as it is currently known as) or to email us at 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 of this Agreement herein and agrees to be bound by the same upon the activation of the Unifi TV App 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) TM shall have the right to upgrade and/or update the software currently used for the Unifi TV App Service at any time at its sole and absolute discretion. TM shall not be liable if the Customer's Equipment or Device is incompatible with the Unifi TV App Service due to the upgrading and/or updating of the software.
- (v) The Customer shall represent and warrant that:
 - (a) he/she is not located in a country that is subjected to any government embargo of any of the Third Party App Store; and

- (b) he/she is not listed on any government list of prohibited or restricted parties, if applicable.

28. 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 Agreement.
- (ii) Notwithstanding any provision of this Agreement, TM shall have the right to terminate this Agreement with immediate effect by written notice to the Customer if TM finds that the Customer has breached any of the terms set out in this clause and/or the Customer 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 Agreement.
- (iii) The Customer shall be liable for any losses, damages, costs and expenses incurred by TM as a result of such termination (“Losses”) based on this clause. The Customer shall indemnify and render TM harmless from such Losses and to the extent such Losses are actual damages.

[End of Clause]

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS
(Details of the Unifi TV App Service made available to Unifi Customers)

Unifi TV App Service	Details of the Unifi TV App Service for Unifi Customers
Eligibility	Residents of Malaysia aged eighteen (18) years old and above, including permanent residents and or expatriates who are currently living in Malaysia, who are Unifi Home customers.
Offerings	Customer will enjoy the content based on Unifi TV Packs subscription unless TM specify that there shall be any free promotion available. The list of pricing and details of the Content (ala carte or package for Live Channels, Catch Up and U PICK (TVOD)) are available online at https://unifi.com.my/tv .
How to Log In?	<ul style="list-style-type: none"> (i) Download Unifi TV application via any Third Party App Store or where the application can be downloaded/installed or for personal computer, visit https://playtv.unifi.com.my; (ii) Log in to the Unifi TV App using your complimentary ID (example@iptv or example@tvos) via your Unifi TV application or via website stated above; (iii) Upon log in, you may enjoy the Content on your Unifi TV application; and (iv) No registration fee will be charged.
Access	<ul style="list-style-type: none"> (i) For Unifi TV subscribers, you will be able to enjoy a complementary user ID, depending on your Unifi Home and Unifi TV pack plan. Using the complementary user ID, it can be used to access at minimum of two (2) concurrent devices. (ii) For the customer who has the complementary user ID with access to two (2) concurrent devices, you may also upgrade to a plan that enables five (5) concurrent devices at RM10.00 monthly only.
Termination	<ul style="list-style-type: none"> (i) Access to Unifi TV App Service shall be subjected to the subscription of your Unifi TV pack. The termination process of Unifi TV App Service by the Customer shall be as prescribed by TM in the terms and conditions of the subscription package chosen by the Customer. (ii) Any fee(s) and/or charge(s) paid shall not be refundable upon termination of the Unifi TV App Service by the Customer or in the event of suspension or termination by TM. (iii) 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).

	(iv) To continue enjoy free basic channels once your subscription is terminated, user may register via mobile number (subject to the Terms and Conditions for non-Unifi and non-TM Customer in Appendix B)
Content Availability	<p>Customer will enjoy the content based on Unifi TV packs subscribed by the Customer.</p> <p><u>Important Terms:</u> -</p> <p>(i) The availability of Live Channels/Catch Up/U PICK (TVOD) or any current and upcoming content on Unifi TV App Service is depending on the licensed rights granted by the content providers to TM.</p> <p>(ii) The Content which is broadcasted on Unifi TV Box (as it is currently known as) may not be similar with the content available or offered through Unifi TV App Service.</p> <p>(iii) The above content offering may be varied from time to time at TM's discretion.</p> <p>Any subscription to a la carte channel or package plan will entitle the customer to get Unifi TV App Service basic channels for free until the end of customer's subscription period.</p>
Viewing period and/or Subscription period	The subscription period shall be subjected to the subscription package of Unifi TV packs subscribed by the Customer.
Payment method	Payment for Content (ala carte or package for Live Channels, Catch Up and U PICK (TVOD)) subscription will be reflected in the Unifi bill.

[End of Clause]

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS
(Details of the Unifi TV App Service made available to Non-Unifi and Non-TM Customers)

Unifi TV App Service	Details of the Unifi TV App Service for Non-Unifi and Non-TM Customers						
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="496 607 1506 819"> <thead> <tr> <th data-bbox="496 607 1002 640">Type Of Content</th> <th data-bbox="1002 607 1506 640">Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 640 1002 712">A la carte Live Channels / Catch Up / U PICK (TVOD)</td> <td data-bbox="1002 640 1506 712">From RM6.00 to RM40.00 per month</td> </tr> <tr> <td data-bbox="496 712 1002 819">Unifi TV App Service plans</td> <td data-bbox="1002 712 1506 819">RM15.00 per month RM5.00 per week RM1.00 per day</td> </tr> </tbody> </table> <p data-bbox="432 857 1522 1518"> (i) Package for Unifi TV App Service plans are fixed to only three (3) Live Channels per transaction. (ii) Channels that have been selected as part of the Unifi TV App Service plans 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 the additional package of Unifi TV App Service plans or any content as ala carte. (iii) The following content are NOT available for subscription under Unifi TV App Service plans: (a) U PICK (TVOD); and (b) Channels of RM10.00 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 Unifi TV App Service plans are available at https://unifi.com.my/tv/packages/unifi-playtv.html and within the application. </p>	Type Of Content	Price	A la carte Live Channels / Catch Up / U PICK (TVOD)	From RM6.00 to RM40.00 per month	Unifi TV App Service plans	RM15.00 per month RM5.00 per week RM1.00 per day
Type Of Content	Price						
A la carte Live Channels / Catch Up / U PICK (TVOD)	From RM6.00 to RM40.00 per month						
Unifi TV App Service plans	RM15.00 per month RM5.00 per week RM1.00 per day						
How to Register?	<p data-bbox="432 1559 1522 1888"> (i) Download Unifi TV application via any Third Party App Store or where the application can be downloaded/installed or for personal computer, visit Unifi TV link available at https://playtv.unifi.com.my; (ii) Register to Unifi TV App Service through your mobile number; (iii) You will be able to enjoy Unifi TV App Service upon subscription to any content or available packages offered via the Unifi TV application. (iv) No registration fee will be charged. </p>						

Device	Up to two (2) devices only per Customer/subscriber.										
Termination	<p>(i) Access to Unifi TV App Service shall be subjected to the subscription period for each package or content and service.</p> <p>(ii) Termination of Unifi TV App Service is deemed effective, under the following circumstances:</p> <p style="padding-left: 40px;">(a) Discontinuation of subscription within the apps; or</p> <p style="padding-left: 40px;">(b) When you unsubscribe from the content/package recurring subscription (for payment via DCB).</p> <p>(iii) No penalty will be imposed for early termination of the Unifi TV App 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="448 992 1254 1352"> <thead> <tr> <th data-bbox="448 992 767 1048">Type of Content</th> <th data-bbox="767 992 1254 1048">Content availability</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 1048 767 1104">Free Channels</td> <td data-bbox="767 1048 1254 1104">Limited Live Channels (Basic)</td> </tr> <tr> <td data-bbox="448 1104 767 1200">Unifi TV App Service plans</td> <td data-bbox="767 1104 1254 1200">Three (3) Live Channels (as desired)</td> </tr> <tr> <td data-bbox="448 1200 767 1256">A la carte</td> <td data-bbox="767 1200 1254 1256">Any premium live channel (as desired)</td> </tr> <tr> <td data-bbox="448 1256 767 1352">U PICK (TVOD)</td> <td data-bbox="767 1256 1254 1352">Rent any pay-per-view movies for 48 hours</td> </tr> </tbody> </table> <p data-bbox="448 1413 671 1442"><u>Important Terms :-</u></p> <p data-bbox="448 1485 1449 1581">(i) The availability of Live Channels/Catch Up/U PICK (TVOD) or any current and upcoming content on Unifi TV App Service is depending on the licensed rights granted by the content providers to TM.</p> <p data-bbox="448 1624 1449 1688">(ii) Content which is broadcasted on Unifi TV Box (as it is currently known as) may not be similar with the content available or offered through Unifi TV App Service.</p> <p data-bbox="448 1731 1422 1760">(iii) The above content offering may be varied from time to time at TM's discretion.</p> <p data-bbox="448 1803 1449 1868">(iv) Any subscription to ala carte or package plan will entitle the Customer to get Unifi TV App basic channel for free until the end of Customer's subscription period.</p>	Type of Content	Content availability	Free Channels	Limited Live Channels (Basic)	Unifi TV App Service plans	Three (3) Live Channels (as desired)	A la carte	Any premium live channel (as desired)	U PICK (TVOD)	Rent any pay-per-view movies for 48 hours
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Viewing period and/or Subscription period	<table border="1"> <thead> <tr> <th>Type of Content</th> <th>Subscription period</th> </tr> </thead> <tbody> <tr> <td>Free Channels</td> <td>X days/weeks (based on promotion period only)</td> </tr> <tr> <td>Unifi TV App Service plans</td> <td>24 hours / 7 days / 30 days</td> </tr> <tr> <td>A la carte</td> <td>30 days</td> </tr> <tr> <td>U PICK (TVOD)</td> <td>48 hours</td> </tr> </tbody> </table>	Type of Content	Subscription period	Free Channels	X days/weeks (based on promotion period only)	Unifi TV App Service plans	24 hours / 7 days / 30 days	A la carte	30 days	U PICK (TVOD)	48 hours
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	Unifi TV App Service plans	24 hours / 7 days / 30 days									
	A la carte	30 days									
U PICK (TVOD)	48 hours										
Payment method	<p>All payments must be made through the Unifi TV application via the following method of payment or any other future payment method provided by TM:</p> <ul style="list-style-type: none"> (a) Voucher; (b) Credit Card/ Debit Card; (c) FPX*; (d) Direct Carrier Billing (for selected mobile providers' customers only – the monthly recurring charge is enabled by default. Customers have the option to choose one-time payment, otherwise TM will continue to auto charge the Customer in the monthly bill); or (e) Others** - FPX, Credit Card/Debit Card & eWallet (Touch 'N Go, GrabPay and Boost). <p>Note: *via TM Payment gateway **via ipay88 payment gateway</p>										

[End of Clause]