

## GENERAL TERMS AND CONDITIONS FOR UNIFI TV PACK(S) SUBSCRIPTION (hereinafter referred to as "Terms and Conditions")

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO ANY AND/OR COMBINATION OF ANY UNIFI TV PACK(S) OFFERED BELOW. THESE TERMS AND CONDITIONS ARE TO BE 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. DEFINITIONS

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

**"Intellectual Property Rights"** shall mean 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;

**"Minimum Subscription Period"** means the minimum period of subscription of any pack as determined by TM, for the avoidance of doubt the minimum subscription period of the Unifi TV Pack(s) shall be as determined in Clause 3.3 below;

**"Personal Data"** means personal data having the meaning ascribed under the Personal Data Protection Act 2010 (PDPA);

**"Subscriber"** means any Unifi Service subscribers who have opt to subscribe to the Packs;

**"Subscription Period"** means the period of time when the Subscribers opt-in for the Unifi TV Pack(s) for the first time until the period of time when the subscription is terminated either by TM or the Subscribers;

**"TM"** means TM Technology Services Sdn Bhd (formerly known as WEBE DIGITAL SDN. BHD.) (Company No. 200201003726(571389-H)), a company incorporated in Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia. TM Technology Services Sdn Bhd is a wholly owned subsidiary of Telekom Malaysia Berhad (Company No. 200201003726 (128740-P)) who is in the business to provide the services in relation to this Packs to the Unifi Subscribers;

**"Subscription Period"** means the period of time when the Subscribers opt-in for the Unifi TV Pack(s) for the first time until the period of time when the subscription is terminated either by TM or the Subscribers;

**“Unifi TV Box”** means a device that will allow Subscribers to receive media content of Unifi TV and/or TM’s Over The Top (OTT) partners’ content on television;

**“Unifi Service”** 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 Unifi TV) and/or any other TM’s services, at TM’s discretion; and

**“Unifi TV Pack(s)”** 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 the Subscriber(s). The list of the Unifi TV Pack is outlined in Appendix A of this Terms and Conditions.

- 1.2 Words and expressions denoting the singular include plural numbers and word and expressions denoting the plural shall include the singular number unless the context otherwise require.
- 1.3 Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- 1.4 The expression “him” or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.
- 1.5 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. UNIFI TV PACK(S)**

- 2.1 Refers to Appendix A of this Terms and Conditions. For the avoidance of doubt, the name of the Unifi TV Pack(s) may be amended from time to time at TM’s discretion.)
- 2.2 The content line up details for each Unifi TV Pack(s) are available at <https://unifi.com.my/tv/>
- 2.3 New channels will not be included in the existing Unifi TV Pack(s). A separate subscription is required for subscription of any new channels (unless otherwise stated). You may refer to the FAQ for details of new channels.
- 2.4 The Unifi TV Pack(s) shall come together with one (1) Unifi TV Box at no extra cost and shall be subject to the terms and conditions available at [https://unifi.com.my/tv/sites/default/files/2022-04/tnc-unifiplus-addonbox-subscription\\_v2.pdf](https://unifi.com.my/tv/sites/default/files/2022-04/tnc-unifiplus-addonbox-subscription_v2.pdf).
- 2.5 TM may at its discretion, add or remove channel(s) and/or OTT applications (OTT Service) from any Unifi TV Pack(s) and/or change any Unifi TV Pack(s) being offered at any time and shall be subject to the terms and conditions available at <https://unifi.com.my/tv/>. No discounts or rebates will be given in these circumstances.
- 2.6 Where an OTT Service is auto provisioned and/or offered as part of and in addition to any Unifi TV Pack(s), the General Terms and Conditions (for Unifi over-the-top (OTT) App subscription available at <https://activate.unifi.com.my/ott/lib/tnc/tnc.pdf> and relevant Frequently Asked Question (FAQ) shall be effective and applicable upon activation of such OTT Service.

## **2 ELIGIBILITY**

2.1 Unifi TV Pack(s) are available for subscription by the new and existing Unifi Subscriber.

## **3 EFFECTIVE DATE OF SUBSCRIPTION PERIOD FOR UNIFI TV PACK(S)**

### **3.1 Existing Unifi Subscriber (with or without new channels subscription)**

The Subscription Period will commence from the 1st opt-in date. The subscription to the existing new channels which are included in any of the existing Unifi TV Pack(s) will automatically terminate once the Subscriber opts-in. However, no rebates will be given for the terminated new channels.

### **3.2 New Unifi Subscriber**

The Subscription Period will commence immediately upon activation of Unifi service. No discounts or rebates will be given during Unifi TV free viewing period.

### **3.3 Minimum Subscription Period:**

- (a) Subscription to Unifi TV Pack(s) is subject to a Minimum Subscription Period of twenty-four (24) months ("MSP").
- (b) Upon expiration of MSP, the subscription to Unifi TV Pack(s) will automatically continue on a monthly basis until Subscriber chooses to terminate.

## **4 SUBSCRIPTION METHOD**

4.1 Subscriber must opt-in to subscribe to Unifi TV Pack(s). The subscription can be made via any of the following methods:

- (a) TM Customer Service Centre (call 100) or Live Chat;
- (b) Unifi Website ([www.unifi.com.my](http://www.unifi.com.my));
- (c) Any TMpoint outlet;
- (d) MyUnifi app;
- (e) Unifi Portal (<https://selfcare.unifi.com.my>)
- (f) Electronic Programming Guide (EPG) on Unifi TV; or
- (g) TM's authorized resellers.

## **5 CHANGE OF UNIFI TV PACK(S) SUBSCRIPTION**

- 5.1 Fee will not be charged for a request by Subscriber to upgrade any Unifi TV Pack(s) from lower price package to higher price package.
- 5.2 A downgrade fee of RM10 (one-time charge) will be applicable upon request by Subscriber to downgrade any Unifi TV Pack(s) from higher price package to lower price package.

## **6 UNIFI TV PACK(S) TERMINATION**

- 6.1 Termination of any Unifi TV Pack(s) can be made at any time via TM Customer Service Center (call 100) or any TMpoint or Live Chat.
- (a) A termination penalty will be imposed for any termination of Unifi TV Pack(s) by the Subscriber prior to the expiry of MSP. The amount of the termination penalty shall be calculated as follows:

<p>(Monthly Subscription Fee x Number of remaining months)</p>
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- (b) The termination penalty amount shall be reflected in TM's bill.
- 6.2 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 terminating or suspending of any Unifi TV Pack(s) 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**

- 7.1 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)).
- 7.2 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.
- 7.3 The applicable rate for any Unifi TV Pack(s) is subject to applicable sale and service tax (SST).

## **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 Pack(s) 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

- 10.1 Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through Unifi TV Pack(s), TM does not guarantee nor provide any warranties whatsoever that the content in Unifi TV Pack(s) or any information or data accessed by the Subscriber through Unifi TV Pack(s) 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 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.
- 10.2 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 Pack(s).
- 10.3 TM does not warrant that any content within Unifi TV Pack(s), (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.
- 10.4 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 Pack(s) 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.
- 10.5 The Subscriber understands and agrees that TM is providing the Unifi TV Pack(s) 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 Pack(s) by the Subscriber or pursuant to any activities contemplated under this Terms and Conditions.

## 11 INDEMNITY

- 11.1 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 Pack(s) during the subscription period.
- 11.2 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 AMENDMENT AND VARIATION**

TM reserves the right 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 amendments.

## **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 <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 <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 GENERAL TERMS AND CONDITIONS (For Unifi Over-The-Top (OTT) App Subscription)**

Wherever applicable, this Terms and Conditions shall be read together with the General Terms and Conditions (For Unifi Over-The-Top (OTT) App Subscription) available for viewing at <https://activate.unifi.com.my/ott/lib/tnc/tnc.pdf>. In the event of inconsistencies between any of the provision of the General Terms and Conditions (For Unifi Over-The-Top (OTT) App Subscription) and this Terms and Conditions, the General Terms and Conditions (For Unifi Over-The-Top (OTT) App Subscription) shall prevail to the extent of such inconsistencies.

## **16 SPECIFIC TERMS AND CONDITIONS (for the respective Unifi TV Pack(s))**

Wherever applicable, this Terms and Conditions shall be read together with the specific terms and conditions of the respective Unifi TV Pack(s) ("Specific Terms and Conditions") which will be attached together with this Terms and Conditions depending on which Unifi TV Pack(s) subscribed by the Subscriber. In the event of inconsistencies between any of the provision of

this Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail to the extent of such inconsistencies.

## **17 FORCE MAJEURE**

TM is not 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, sabotage, pandemic, epidemic, earthquake, flood, war, 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, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## **18 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 the Malaysian courts.

## **19 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.

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

20.1 Each Party shall at all times comply with the Personal Data Protection Act 2010 ('PDPA'). Any Personal Data (as defined in PDPA) provided by the Subscribers to TM in connection with the subscription of the Unifi TV Pack shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit [https://www.tm.com.my/sites/default/files/Documents/TM\\_Privacy\\_Note\\_2021\\_0.pdf](https://www.tm.com.my/sites/default/files/Documents/TM_Privacy_Note_2021_0.pdf)). TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Personal Data.

20.2 By subscribing to the Unifi TV Pack(s), you have understood and is aware that your Personal Data may be shared by TM with any authorized third party (ies) including but not limited to its affiliates and OTT business partner or content provider ("Authorized Third Party") for the purpose of providing the service to you in the most efficient and effective manner on top of providing the best offering available for you. You as the Subscriber fully consent and allow TM to share your Personal Data to the Authorized Third Party for the provision of such service.

## **21 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.

## **22 INDULGENCE AND WAIVER**

22.1 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.

22.2 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.

## **23 BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT**

23.1 Subscriber hereby warrant and undertake to comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts including to comply with TM anti-corruption policies and procedures in the course of performing and/or carrying out their obligations under and/or in connections with this Terms and Conditions.

23.2 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.

23.3 Subscriber shall be liable for losses, damages, costs and expenses incurred by TM as a result of such termination ("Losses") based on sub-clause 22.2 above. Subscriber shall indemnify and render TM harmless from such Losses and to the extent such Losses are actual damages.

## **24 ASSIGNMENT AND NOVATION**

TM may assign or novate this Terms and Conditions or any part thereof at any time to any party. For the avoidance of doubt, the Subscriber shall not assign any of his rights or obligations under this Terms and Conditions to any other party for any reason whatsoever.

## **25 CONTACT INFORMATION**

For any inquiries, clarification, report, complaint, questions, comments or suggestions, Subscriber contact TM's representative via TM digital platforms at Live Chat.

{Appendix A to follow}



## APPENDIX A

### List of Unifi TV Pack

1. **UNIFI TV ULTIMATE MAX PACK**
2. **UNIFI TV ULTIMATE PLUS PACK**
3. **UNIFI TV ULTIMATE PACK**
4. **UNIFI TV FAMILY PACK**
5. **UNIFI TV MOVIES PACK**
6. **UNIFI TV KIDS PACK**
7. **UNIFI TV SPORTS PACK**
8. **UNIFI TV ANEKA PLUS PACK**
9. **UNIFI TV VARNAM PLUS PACK**
10. **UNIFI TV RUBY PLUS PACK**
11. **UNIFI TV PLATINUM PACK** (no longer available for any new subscription)
12. **UNIFI TV NEW PLATINUM PACK** (no longer available for any new subscription)
13. **UNIFI TV MEGA PACK** (no longer available for any new subscription)
14. **UNIFI TV JUMBO LITE PACK** (no longer available for any new subscription)

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### REVISION HISTORY FOR APPENDIX A

No.	Description of change	Revision date	Version
1.	Changes in the Unifi TV Pack- inclusion of Appendix A due to the insertion of new packs namely Unifi TV Sports Pack, Unifi TV Kids Pack, Unifi TV Movies Pack and/or Unifi TV Family Pack	as updated in September 2023	Version 4.0

## SPECIFIC TERMS AND CONDITIONS

(FOR UNIFI TV SPORTS PACK, UNIFI TV KIDS PACK, UNIFI TV MOVIES PACK AND/OR UNIFI TV FAMILY PACK)

THESE SPECIFIC TERMS AND CONDITIONS (**FOR UNIFI TV SPORTS PACK, UNIFI TV KIDS PACK, UNIFI TV MOVIES PACK AND/OR UNIFI TV FAMILY PACK** (*individually referred to as “Pack” and collectively referred to as “Packs” as the context may require*)) (HEREINAFTER REFERRED TO AS SPECIFIC TERMS AND CONDITIONS) SHALL BE READ TOGETHER WITH OTHER TERMS AND CONDITIONS AS STATED IN APPENDIX A. PLEASE READ THE FOLLOWING SPECIFIC TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE PACKS. BY SUBSCRIBING TO THE PACKS 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 Specific Terms and Conditions, the following words and expressions shall have the following meanings:

**“Intellectual Property Rights”** shall mean 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;

**“Minimum Subscription Period”** means the minimum period of subscription of any pack as determined by TM, for the avoidance of doubt the minimum subscription period of the Packs shall be as determined in Clause 5 below;

**“Personal Data”** means personal data having the meaning ascribed under the Personal Data Protection Act 2010 (PDPA);

**“Subscriber”** means any Unifi Service subscribers who have opt to subscribe to the Packs;

**“Subscription Period”** means the period of time when the Subscribers opt-in for the Packs for the first time until the period of time when the subscription is terminated either by TM or the Subscribers;

**“TM”** means TM Technology Services Sdn Bhd (formerly known as WEBE DIGITAL SDN. BHD.) (Company No. 200201003726(571389-H)), a company incorporated in Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia. TM Technology Services Sdn Bhd is a wholly owned subsidiary of Telekom Malaysia Berhad (Company No. 200201003726 (128740-P)) who is in the business to provide the services in relation to this Packs to the Unifi Subscribers;

**“Subscription Period”** means the period of time when the Subscribers opt-in for the Packs for the first time until the period of time when the subscription is terminated either by TM or the Subscribers;

**“Unifi TV Box”** means a device that will allow Subscribers to receive media content of Unifi TV and/or TM’s Over The Top (OTT) partners’ content on television;

**“Unifi Service”** 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 Unifi TV) and/or any other TM’s services, at TM’s discretion;

**“Unifi TV Pack(s)”** 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 the Subscriber(s). The list of the Unifi TV Pack(s) is outlined in Appendix A of the General Terms and Conditions for Unifi TV Pack(s) Subscription; and

**“Current Pack”** refer to the other Unifi TV Pack(s) but excludes the Packs as defined herein.

- (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 PACKS OFFERINGS

- (i) Each Pack includes one (1) Unifi TV Box at no additional charge, except for existing Unifi Service subscribers who already possess a Unifi TV Box, as they are not eligible to receive a new Unifi TV Box.
- (ii) These Packs will be available as an "ADD ON" for both existing and new Unifi Service subscribers who have not yet subscribed to any Unifi TV Pack(s).
- (iii) These Packs are available for subscription as an upgrade to existing Unifi Service subscribers who have previously subscribed to any of the Unifi TV Pack(s) and wish to upgrade to these Packs.
- (iv) The Unifi TV Movies Pack can also be bundled with other TM broadband or mobile service(s) (“Bundle Campaign”), and relevant information regarding the Bundle Campaign including the campaign period, price and other terms and conditions will be available at TM

website. The terms and conditions of this campaign will apply to any successful subscription to it.

- (v) Unless otherwise stated in writing, any new channels introduced will not be included in the Packs, and a separate subscription will be required for the new channels.
- (vi) If TM needs to remove any content or channels from the Packs for any reason whatsoever, you agree to accept any alternative solutions determined by TM for the Subscriber. TM reserves its right to terminate this Specific Terms and Conditions as outlined in Clause 8 herein.
- (vii) If the channel offerings in the Packs consist of the same channels and/or content as the existing subscribers' current subscription, there will be NO discounts or rebates given to the Subscribers upon activation of the Packs.
- (viii) Existing Unifi Service's subscribers who wish to downgrade their subscription to subscribe to any of these Packs will be subject to penalties determined by TM.

### 3. ELIGIBILITY

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

- (i) New Unifi Service Subscriber(s);
- (ii) Existing Unifi Service Subscriber(s) who have yet to subscribe to any of Unifi TV Pack(s);
- (iii) Existing Unifi Service Subscriber(s) who had subscribed to any of Unifi TV Pack(s) and wishes to upgrade to the Packs.

### 4. EFFECTIVE DATE OF PACKS

The Subscription Period of the Packs will commence immediately upon activation of the Packs regardless of the date of delivery of the Unifi TV Box.

### 5. MINIMUM SUBSCRIPTION PERIOD (MSP)

The Minimum Subscription Period (MSP) for different subscriber scenarios, including New Unifi Subscriber(s), Existing Unifi Subscriber(s) of the Current Pack, and those subscribing through the Bundle Campaign are as follows:

Subscriber Type	Minimum Subscription Period (MSP)
New Unifi Service Subscriber	24 months
Existing Unifi Service Subscriber (Current Pack) changing to the Pack(s)	24 months
Subscribers through Bundle Campaign	minimum subscription period of the Bundle Campaign

## 6. SUBSCRIPTION METHOD

- (i) Subscriber must opt-in to subscribe to Packs. The subscription can be made via any of the following methods:
  - (a) TM Customer Service Center (call 100) & live chat
  - (b) Any Unifi Store/TMpoint;
  - (c) MyUnifi app & Unifi Portal (<https://selfcare.unifi.com.my>)
  - (d) TM's authorized resellers

## 7. DELIVERY AND INSTALLATION OF THE UNIFI TV BOX

- (i) The Unifi TV Box shall be delivered through courier to the Subscriber. Upon successful subscription, the Subscriber will receive an SMS on the notification of Unifi TV Box delivery tracking reference number together with your Unifi TV App ID.
- (ii) The Unifi TV Box will come together with an installation guide for the Subscriber's reference in the setting up the Unifi TV Box. Subscriber are advised to perform self-installation for the Unifi TV Box upon delivery.
- (iii) If the courier delivery is not successful, you may collect your Unifi TV Box at the nearest Skynet Hub collection. However, you must do so within 21 days as after the 21 days the Unifi TV 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 [Maya \(unifi.com.my\)](https://unifi.com.my).
- (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 [Maya \(unifi.com.my\)](https://unifi.com.my). 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 Packs. 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 Packs 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 Specific Terms and Conditions, if the Subscribers would like to terminate the subscription to this Packs, the Subscribers shall contact TM Customer Service Centre (call 100) or can be made at any TMpoint.
- (ii) If the Subscriber terminates any of Packs prior to the expiry of MSP, 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 Packs Subscription Fee x Number of remaining months)</b>
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- (iii) If the Subscriber who subscribe any of these Packs through the Bundle Campaign terminates its subscription prior to the expiry of MSP, the penalty stated in the Bundle Campaign’s terms and conditions shall prevail.
- (iv) 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 Packs (subject to changes from time to time by TM) are as follows:

Packs	Price (RRP) (RM) (*starting 1 January 2024)	Promotion Price (*From 1 October 2023 to 31 December 2023)
Unifi TV Family Pack	RM60.00	Not applicable
Unifi TV Movies Pack	RM69.90	RM55.90
Unifi TV Kids Pack	RM46.90	RM39.90
Unifi TV Sports Pack	RM39.90	RM29.90

- (ii) The Subscriber shall be liable for and shall promptly pay to TM, within time period specified in TM’s bill for the subscribed Packs, 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 Packs is subject to Sales and Services Tax or similar tax, whichever applicable.

**10. YOUR REPRESENTATIONS AND WARRANTIES**

- (i) By subscribing to the Packs, 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 Specific Terms and Conditions.
- (ii) You further agree to be bound by this Specific 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(S)**

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

#### **12. WARRANTY**

The Unifi TV Box comes with a warranty period of twelve (12) months from the date the Subscriber received the Unifi TV Box. For further details of warranty policy, you may refer to the warranty policy available at <https://unifi.com.my/tv/offerings/devices/unifi-tv-box> or at the Unifi TV 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 Specific Terms and Conditions.

#### **14. DISCLAIMER**

- (i) TM does not guarantee nor provide any warranties whatsoever that the content in Packs 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 sand/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 Packs 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 3rd party Intellectual Property.
  - (iii) The Subscriber understand and agrees that TM is providing the Packs 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 the Packs.
  - (iv) The Subscriber understand that the quality of display of the content in the Packs 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(s) subscriber, the Subscribers understand and agree that by subscribing to the Packs, the Subscribers would be subjected to the MSP of twenty-four (24) months as stated in Clause 5 of this Specific Terms and Conditions regardless of the duration the Subscribers has enjoyed under the previous Unifi TV Pack(s).

## 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 Specific 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 Specific Terms and Conditions or in relation to the Subscriber's use of the 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.

## 16. LIMITATION OF LIABILITY

By participating in this Packs, 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 Specific 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**

TM is not 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 Specific 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 Specific 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 Packs 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 Specific Terms and Conditions.
- (ii) Notwithstanding any provision of this Specific Terms and Conditions, TM shall have the right to terminate this Specific 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 Specific 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 AND NOVATION**

TM may assign or novate this Specific Terms and Conditions or any part thereof at any time to any party. For the avoidance of doubt, the Subscriber shall not assign any of his rights or obligations under this Specific Terms and Conditions to any other party for any reason whatsoever.

## **25. BINDING ON SUCCESSORS**

This Specific 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 Specific Terms or Conditions or granting of time by TM to the Subscriber shall prejudice the rights or powers of TM under this Specific Terms and Conditions or at law.
- (ii) Failure by TM to exercise any part or all of its rights under this Specific 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 Packs, the Clause stated herein shall prevail over the General Terms and Conditions for Unifi Service and the General Terms and Conditions for Unifi TV Pack(s) 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

General Terms and Conditions for Unifi Service	<a href="https://unifi.com.my/sites/default/files/page/assets/documents/General-TnC-unifi-Residential-1-April-2021.docx.pdf">https://unifi.com.my/sites/default/files/page/assets/documents/General-TnC-unifi-Residential-1-April-2021.docx.pdf</a>
General Terms and Conditions for Unifi TV Pack(s) Subscription	<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>
Terms and Conditions for Unifi TV Box	<a href="https://unifi.com.my/tv/sites/default/files/2022-04/tnc-unifiplus-addonbox-subscription_v2.pdf">https://unifi.com.my/tv/sites/default/files/2022-04/tnc-unifiplus-addonbox-subscription_v2.pdf</a>

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