

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.
- 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);
- (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:

$(\text{Monthly Subscription Fee} \times \text{Number of remaining months})$
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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).
- 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). 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)

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