

TERMS AND CONDITIONS FOR HYPPTV PACKS SUBSCRIPTION

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

1. HYPPTV JUMBO PACK

- (i) The HyppTV Jumbo Pack consists of 31 Premium Channels currently available on HyppTV as of 8th January 2015.
- (ii) Any new Premium Channels introduced after 8th January 2015 will not be included in the HyppTV Jumbo Pack and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated).
- (iii) Offering(s) in the HyppTV Jumbo Pack may consist of the same channel(s) of Subscriber's current subscriptions. No discounts or rebates will be given in these circumstances.

2. HYPPTV ANEKA PACK

- (i) The HyppTV Aneka Pack consists of 7 Premium Channels currently available on HyppTV as of 8th January 2015.
- (ii) Any new Premium Channels introduced after 8th January 2015 will not be included in the HyppTV Aneka Pack and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated).
- (iii) Offering(s) in the HyppTV Aneka Pack may consist of the same channel(s) of Subscriber's current subscriptions. No discounts or rebates will be given in these circumstances.

3. HYPPTV VARNAM PACK

- (i) The HyppTV Varnam Pack consists of 9 Premium Channels currently available on HyppTV as of 8th January 2015.
- (ii) Any new Premium Channels introduced after 8th January 2015 will not be included in the HyppTV Varnam Pack and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated).
- (iii) Offering(s) in the HyppTV Varnam Pack may consist of the same channel(s) of Subscriber's current subscriptions. No discounts or rebates will be given in these circumstances.

4. HYPPTV RUBY PACK

- (i) The HyppTV Ruby Pack consists of 12 Premium Channels currently available at HyppTV as of 15th January 2013.
- (ii) Any new Premium Channels introduced after 15th January 2013 will not be included in the HyppTV Ruby Pack and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated).
- (iii) Offering(s) in the HyppTV Ruby Pack may consist of the same channel(s) of Subscriber's current subscriptions. No discounts or rebates will be given in these circumstances.

5. NEW HYPPTV SPORTS PACK

- (i) The New HyppTV Sports Pack consists of 9 Premium Channels currently available at HyppTV as of 1st August 2013.
- (ii) Any new Premium Channels introduced after 1st August 2013 will not be included in the New HyppTV Sports Pack and a separate subscription is required for subscription of new Premium Channels (unless otherwise stated).
- (iii) Offering(s) in the New HyppTV Sports Pack may consist of the same channel(s) of Subscriber's current subscriptions. No discounts or rebates will be given in these circumstances.
- (iv) For BPL (Barclay's Premiere League), only matches that are scheduled for broadcast on Astro SuperSports HD 1 & Astro SuperSports HD 2 will be made available on HyppTV subject to the rights granted by the content owner/provider.

6. SUBSCRIPTION PERIOD

The Subscription Period to any and/or combination of any HyppTV Pack will commence as follows:

- a) HyppTV Jumbo Pack - 8th January 2015
- b) HyppTV Aneka Pack - 8th January 2015
- c) HyppTV Varnam Pack - 8th January 2015
- d) HyppTV Ruby Pack - 15th January 2013
- e) New HyppTV Sports Pack - 1st August 2013

(collectively shall be referred to as "HyppTV Pack").

The Subscription Period will begin from the above stated date until further notice from Telekom Malaysia Berhad (TM). Notwithstanding anything to the contrary, TM reserves the right to change the end date of the package(s) Subscription Period to an earlier or a later date.

7. ELIGIBILITY

HyppTV Jumbo Pack, HyppTV Aneka Pack, HyppTV Varnam Pack, HyppTV Ruby Pack, and New HyppTV Sports Pack are made available to be subscribed by the following category of Subscriber:

- a) New and Existing UniFi VIP Subscriber; and
- b) New and Existing Streamyx (8mpbs/4mpbs) Subscriber.

8. EFFECTIVE DATE OF SUBSCRIPTION PERIOD

(i) Existing UniFi VIP Subscriber:

- a) For Existing UniFi VIP Subscriber (with or without Premium Channels subscription), the Subscription Period will commence from the 1st opt-in date.
- b) The subscription to the existing Premium Channels that are included within any of the HyppTV Pack stated above will be automatically deleted once the Subscriber has opted-in. However, no rebates will be provided for the subscribed Premium Channels.

(ii) New UniFi VIP Subscriber:

For New Subscriber, the Subscription Period will commence immediately after the end of the Premium Channel free viewing period, provided that the new Subscriber has opted-in to any and/or combination of any HyppTV Pack during the free viewing period.

(iii) Existing Streamyx (8mpbs/4mpbs) Subscriber:

- a) For Existing Streamyx (8mpbs/4mpbs) Subscriber (with or without Premium Channels subscription), the Subscription Period will commence from the 1st opt-in date.
- b) The subscription to the existing Premium Channels that are included within any of the HyppTV Pack stated above will be automatically deleted once the Subscriber has opted-in. However, no rebates will be provided for the subscribed Premium Channels.

(iv) New Streamyx (8mpbs/4mpbs) Subscriber:

For New Subscriber, the Subscription Period will commence immediately after the end of the Premium Channel free viewing period, provided that the new Subscriber has opted-in to any and/or combination of any HyppTV Pack during the free viewing period.

(v) Minimum Subscription Period:

- a) Subscriber shall subscribe to any and/or combination of any HyppTV Pack for a period of not less than the Minimum Subscription Period of twelve (12) months.

- b) Upon expiration of the Minimum Subscription Period, the subscription to any and/or combination of any HyppTV Pack will automatically be continued on a monthly basis until Subscriber chooses to terminate.

9. SUBSCRIPTION

- (i) Subscriber must opt-in to subscribe to any and/or combination of any HyppTV Pack. The subscription can be made via the following methods:

a) UniFi VIP Subscriber:

- TM UniFi Centre
- MyUniFi Portal (www.tm.com.my/unifi)
- Any TM Point
- Electronic Programming Guide (EPG) on HyppTV
- TM's authorized resellers.

b) Streamyx (8mpbs/4mpbs) Subscribers:

- TM100
- Portal (<http://tmshop.tm.com.my/>)
- Any TM Point
- Electronic Programming Guide (EPG) on HyppTV
- TM's authorized resellers.

10. CHANGE OF HYPPTV PACK SUBSCRIPTION

- (i) A request by Subscriber to change any HyppTV Pack subscription (with similar price package) will be charged a swapping fee of RM5 (one time charge).
- (ii) A request by Subscriber to upgrade any HyppTV Pack from lower price package to higher price package will not be charged any fee.
- (iii) A request by Subscriber to downgrade any HyppTV Pack from higher price package to lower price package will be charged a downgrade fee of RM10 (one time charge).
- (iv) Subscription Period will be automatically refreshed once Subscriber has migrated.
- (v) Table of subscription for any upgrade of HyppTV Pack or combination of any HyppTV Pack is as stated below:

New Pack	HyppTV Jumbo Pack (RM60)	HyppTV Varnam Pack (RM30)	HyppTV Aneka Pack (RM30)	HyppTV Ruby Pack (RM30)	HyppTV New Sports Pack (RM50)
Existing Pack					
HyppTV Platinum Pack (RM30)	No	Yes	Yes	Yes	Yes
HyppTV New Platinum Pack (RM30)	No	Yes	Yes	Yes	Yes
HyppTV Ruby Pack (RM30)	Yes	Yes	Yes	No	Yes
HyppTV Mega Pack (RM50)	No	Yes	Yes	No	Yes
HyppTV Jumbo Pack (RM60)	No	Yes	Yes	Yes	No
HyppTV Sports Pack (RM30)	No	Yes	Yes	Yes	No
HyppTV New Sports Pack (RM50)	No	Yes	Yes	Yes	No
HyppTV Varnam Pack (RM30)	Yes	No	Yes	Yes	Yes
HyppTV Aneka Pack (RM30)	Yes	Yes	No	Yes	Yes

Existing Pack	Migrate to Pack	Allow to Migrate?	Early Termination Charge (ETC) Fee (pack price x remaining months)	Swapping Fee (RM 5.00)	Downgrade Fee (RM 10.00)	Refresh HyppTV Pack Contract (12 months)
HyppTV Platinum Pack (RM30)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	No	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes
HyppTV New Platinum Pack (RM30)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	No	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes

Existing Pack	Migrate to Pack	Allow to Migrate?	Early Termination Charge (ETC) Fee (pack price x remaining months)	Swapping Fee (RM 5.00)	Downgrade Fee (RM 10.00)	Refresh HyppTV Pack Contract (12 months)
HyppTV Mega Pack (RM50)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	Yes	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	Yes	No	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes
HyppTV Jumbo Pack (RM60)	HyppTV Jumbo Pack (RM60)	No	No	No	No	No
	HyppTV Big Pack (RM50)	Yes	No	No	Yes	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	Yes	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes

Existing Pack	Migrate to Pack	Allow to Migrate?	Early Termination Charge (ETC) Fee (pack price x remaining months)	Swapping Fee (RM 5.00)	Downgrade Fee (RM 10.00)	Refresh HyppTV Pack Contract (12 months)
HyppTV Sports Pack (RM30)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes
HyppTV New Sports Pack (RM50)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	Yes	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	No	Yes	Yes
	HyppTV Ruby Pack (RM30)	No	No	No	Yes	Yes
	HyppTV New Sports Pack (RM50)	No	No	No	No	No
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes

Existing Pack	Migrate to Pack	Allow to Migrate?	Early Termination Charge (ETC) Fee (pack price x remaining months)	Swapping Fee (RM 5.00)	Downgrade Fee (RM 10.00)	Refresh HyppTV Pack Contract (12 months)
HyppTV Ruby Pack (RM30)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Staff Pack (RM30)	Yes (only allow for UniFi/TVOS staff account subscriber)	No	No	No	Yes
HyppTV Staff Pack (RM30)	HyppTV Jumbo Pack (RM60)	Yes	No	No	No	Yes
	HyppTV Big Pack (RM50)	Yes	No	No	No	Yes
	HyppTV Varnam Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Aneka Pack (RM30)	Yes	No	Yes	No	Yes
	HyppTV Ruby Pack (RM30)	Yes	No	No	No	Yes
	HyppTV New Sports Pack (RM50)	Yes	No	No	No	Yes

11. HYPPTV PACK TERMINATION

- (i) Termination of any HyppTV Pack can be made at any time via TM UniFi Centre/TM100 or any TMpoint.
- (ii) Without prejudice to Clause 6, if the Subscriber terminates any of the HyppTV Pack prior to the expiry of Minimum Subscription Period, a termination penalty will be imposed. The said penalty shall be calculated as follows:

(Monthly Subscription Fee x number of remaining months)

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

- (iii) Notwithstanding the above, in the event the Subscriber commits a breach or potential breach of any term herein, TM reserves the right to take necessary action including but not limited to termination or suspension of any HyppTV Pack(s) without compensation of any kind to the Subscriber subject nevertheless that TM shall take all reasonable effort to notify the Subscriber of any breach or potential breach prior to termination or suspension.

12. SUBSCRIPTION FEE

- (i) Monthly Subscription Fee shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Subscriber by TM from time to time.
- (ii) The Subscriber shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscribed HyppTV 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 for any reason(s) whatsoever.

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, Streamyx or these terms and conditions.

14. CANCELLATION, SUSPENSION OR DELAY

TM reserves the right to cancel, modify, suspend or delay the subscription of any and/or combination of any HyppTV Pack stated above 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(s).

15. DISCLAIMER

- (i) Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through any HyppTV Pack stated above, TM does not guarantee nor provide any warranties whatsoever that the content in any HyppTV Pack(s) or any information or data accessed by the Subscriber through the said HyppTV 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 racial or religious hatred; or
 - (c) contains blatant bigotry; or
 - (d) promotes, encourages and/or facilitates prostitution, pedophilia and any unnatural acts of a carnal nature; or
 - (e) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
 - (f) contains any element which may be and/or deemed offensive, obscene, upsetting, seditious or defamatory to the Subscriber.

The Subscriber shall exercise discretion while viewing to the same 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 any and/or combination of any HyppTV Pack stated above.

- (ii) TM does not warrant that any HyppTV Pack stated above, (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.
- (iii) The broadcast of any programs on HyppTV in any HyppTV Pack 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 in any HyppTV Pack will be broadcasted to the Subscribers at all times. TM reserves the right to review the channels made available in any of HyppTV Pack from time to time and/or substitute any channel, in accordance with the license rights and license period that have been granted to TM.
- (iv) The Subscriber understands and agrees that TM is providing the HyppTV 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 HyppTV Pack(s) by the Subscriber or pursuant to any activities contemplated under these terms and conditions.

16. INDEMNITY

- (i) Notwithstanding anything to the contrary, the Subscriber will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this terms and conditions or the intentionally wrongful or negligent acts or omissions on the part of the Subscriber, in the performance of or failure to perform their obligations under this terms and conditions or in relation to the Subscriber's use of any HyppTV Pack(s) 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 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.

17. AMENDMENTS AND VARIATION

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

18. EXTENSION TO THE UNIFI TERMS AND CONDITIONS

These terms and conditions are in addition to the General Terms and Conditions for UniFi available for viewing at www.tm.com.my/unifi. In the event of inconsistencies between any of the provision of the General Terms and Conditions and these terms and conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.

19. EXTENSION TO THE STREAMYX TERMS AND CONDITIONS

These terms and conditions are in addition to the General Terms and Conditions for Streamyx available for viewing at www.tm.com.my/streamyx. In the event of inconsistencies between any of the provision of the General Terms and Conditions and these terms and conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.

20. FORCE MAJEURE

Neither Party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

21. 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 Malaysia courts.

22. 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.

23. SUBSCRIBER'S PERSONAL DATA AND INFORMATION

Each Party shall at all times comply with the Personal Data Protection Act 2010, which the relevant clauses are available online at www.tm.com.my.