

## **NJOI Prepaid CSR Campaign Terms and Conditions (“Special Campaign”)**

1. These NJOI Prepaid CSR Terms & Conditions are for NJOI Prepaid Services and are intended to be read together with the Astro General Terms & Conditions. In the event there is a conflict, these NJOI Prepaid CSR Terms & Conditions shall prevail.

2. NJOI Prepaid CSR Services means the free-to-view television services provided by Astro which services and/or channel selection are provided by Astro solely at its discretion and on “as is” basis for the Recipients.

3. Recipient means any individual

(i) who has registered himself/herself on the eKasih database at [www.ekasih.gov.my](http://www.ekasih.gov.my);

(ii) who has provided a complete and valid address and contact number; and

(iii) whose application to participate in this Special Campaign has been accepted by Astro, at Astro’s sole discretion

4. In order to participate in this Special Campaign, the Recipient must have:

(a) Reliable and stable electricity supply (including a working power socket outlet to which the Reception Equipment could be connected to); and

(b) A working television set at his/her place of residence where the Reception Equipment is to be installed and activated.

5. Astro reserves the right to cancel, disqualify, refuse or reject any application to participate in the Campaign and/or subscribe to the NJOI Prepaid CSR Services at any point in time without assigning any reason. In such a situation, Astro shall not have any liability towards the Recipient.

6. Notwithstanding anything in these NJOI Prepaid CSR Terms & Conditions and the Astro General Terms & Conditions to the contrary, the Recipient shall own the Reception Equipment with the exception of the Smart Card which shall be sublicensed by Astro to the Recipient and which shall be subject to the terms of use as stated in Clauses 2.1 (a), 2.1 (b), 2.1 (c) and 2.1 (d) of the Astro General Terms & Conditions below.

7. Astro will arrange for the installation and activation of the Reception Equipment at the Recipient’s residence. During the first twelve (12) months from the date of the installation and activation of the Reception Equipment, Astro shall be responsible for the maintenance of the Reception Equipment. Thereafter, the Recipient shall be responsible for the maintenance and repair of the Reception Equipment.

8. During the first twenty four (24) months from the date of the installation and activation of the Reception Equipment, Astro shall be responsible for the maintenance or replacement of Reception Equipment that becomes defective or damaged or is destroyed as a result of any fire, flood or earthquake that could not reasonably have been anticipated or for which adequate protection for the Reception Equipment could not reasonably have been put in place.

9. Clause 4 (Minimum Subscription Period) and Clause 5 (Payment Terms) of the Astro General Terms & Conditions shall not apply to the Recipient unless the Recipient opts to subscribe to the Services as defined under the Astro General Terms & Conditions below.

10. Astro may, at its discretion, decide not to continue with the NJOI Prepaid CSR Services. in such

a situation, Astro shall not have any liability to the Recipient.

## **GENERAL TERMS AND CONDITIONS FOR ASTRO SERVICES**

These general terms and conditions ("General Terms & Conditions") are intended to regulate the use of the Reception Equipment and the Services. If a Customer (as hereinafter defined) has subscribed to the Services via special campaigns or promotions, the terms and conditions of the special campaigns or promotions ("Campaign Terms & Conditions") are to be read together with these

General Terms & Conditions. In the event there is a conflict, the Campaign Terms & Conditions shall prevail.

### **1. Definitions.**

The following words or expressions shall have the following meanings, unless the context otherwise requires:-

"Agreement" means the agreement between Astro and the Customer constituted by Astro's acceptance of the Customer's offer to subscribe for the Services in the Application Form overleaf.

"Astro" means MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A).

"Customer" means the person named in the Application Form overleaf whose offer to subscribe for Services therein has been accepted by the provision of the Services to such person and the installation of the Reception Equipment in accordance with these General Terms and Conditions to enable access to the Services.

"External Hard Disk Drive (EHDD)" means the independently purchased external hard disk drive which is compatible with the Astro Box and enables the Customer to record programmes."

"Govt Taxes" means Government Service Tax or any other taxes as imposed by the Government

"Personal Data" means personal data and other information collected by Astro from the Customer including all information and details in relation to the Services provided by the Customer to Astro.

"Programming Packages" means the various packages of television and radio channels provided to the Customer in consideration of payment of Subscription Fees.

"Reception Equipment" means, collectively, the equipment which enables the Customer to gain access to and receive the Services, comprising of the authorised Astro digital multimedia terminal ("Astro Box") or the authorised Astro personal video recorder which enables recording of programmes ("PVR"), the authorised parabolic dish, the low noise block ("LNB"), the remote control unit, the

High Definition Multimedia Interface (HDMI) cable and the Smart Card or any other equipment authorised by Astro from time to time.

"Services" means any services including Programming Packages provided by Astro to the Customer in consideration of Subscription Fees.

The Services may also include data, high definition format services ("HD"), recording services, pay-per-view, premium/special events, near video on demand, interactive and other special services made available to the Customer by Astro.

“Smart Card” means the authorised card, containing a microchip, which, when inserted in the authorised Astro Box/PVR or any other authorised digital multimedia terminal which will permit the Customer to legitimately gain access to and receive the Services.

“Subscription Fees” means the cumulative fees payable by the Customer to Astro for the Services, which may vary depending on the Programming Packages chosen by the Customer, and any special events or services subscribed by the Customer.

## **2. Provision of service.**

Subject to acceptance by Astro of the Customer’s application for the Services, Astro agrees to provide the Services to the Customer, in accordance with the terms and conditions of the Agreement. Upon submission of the Customer’s application to Astro for the Services, Astro shall conduct a verification and confirmation exercise to determine accuracy of the information to provide the Services at the designated residential address and credit worthiness of the Customer.

2.1 Reception Equipment. The Customer shall receive the Services only through the use of Reception Equipment which has been authorised by Astro. Ownership of the Reception Equipment remains with Astro save for the Smart Card which ownership remains with the relevant third party manufacturer or supplier at all times. The Smart Card shall be used only as part of the Reception Equipment in which it is installed. In addition, the Reception Equipment shall be used only by the Customer at the residential address which the Customer has specified in the Application Form and, as permitted by the Agreement. Any other use of the Reception Equipment is prohibited, including the use of the Reception Equipment with unauthorised smart cards.

a) Notwithstanding anything contained in the Agreement, the Customer shall not own the Smart Card. Title and all equitable and legal rights in the Smart Card, including all algorithms, software or other intellectual property embedded in the Smart Card shall vest in and remain with the relevant third party manufacturer or supplier. If the Customer’s Smart Card is lost or damaged, the Customer may obtain a replacement from Astro by paying RM50.00(excl Govt. Taxes) or such other amount as may be determined by Astro from time to time. Astro shall be responsible for the maintenance of the Reception Equipment as long as the Customer maintains his subscription to the Services and the Customer uses the Reception Equipment for its intended purpose and does not abuse, misuse or damage the Reception Equipment. Astro shall, with reasonable notice to the Customer, conduct periodic maintenance and/or change/repair/replace/retrieve the Reception Equipment as Astro deems necessary to enable the Customer to enjoy the Services. The Customer shall allow authorised Astro personnel access to the Customer’s premises for the aforesaid purpose. If the Customer’s authorized Reception Equipment is damaged, lost or stolen, the Customer should notify Astro promptly. In the event that the Reception Equipment is damaged, lost or stolen whilst under the Customer’s custody, Astro reserves the right to charge the Customer the cost for the damaged, lost or stolen Reception Equipment.

b) Subject to clause 8 (Suspension or Termination) below, in the event that the Services are discontinued or terminated at any time for any reason whatsoever either by the Customer or Astro, the Customer shall immediately arrange for the return of the Reception Equipment whether formally demanded or not, within thirty (30) days from the date of termination by arranging for Astro to collect the Reception Equipment at no cost to the Customer. All charges that are incurred by Astro to enforce the retrieval of the Reception Equipment shall be borne by the Customer and charged to his Astro account should he fail to return the Reception Equipment within the prescribed period.

c) The Customer shall use the Reception Equipment in accordance with instructions provided by Astro from time to time, whether in writing or otherwise.

d) The algorithm, software or other intellectual property embedded in the Reception Equipment is of a proprietary and confidential nature. The Customer shall not by himself or through any

third party, in anyway whatsoever, directly or indirectly, (i) copy, reproduce, transfer or distribute the algorithm or software or part thereof embedded in the Reception Equipment (ii) modify, adapt, alter, translate, or create derivative works from the algorithm or software or part thereof embedded in the Reception Equipment; (iii) merge or incorporate the algorithm or software or part thereof embedded in the Reception Equipment with or into any other algorithm or software; or (iv) reverse assemble, decompile, disassemble, or otherwise attempt to derive the algorithm and/or code for the algorithm or software or part thereof embedded in the Reception Equipment.

2.2 Installation. Unless prescribed otherwise, installation charges shall be borne by the Customer. The Customer shall ensure that his residence (or the infrastructure of his residence) is compliant with the prescribed installation and activation guidelines for the Reception Equipment and access to his residence is obtained for the installation and activation of the Reception Equipment. If the Customer wishes to relocate/transfer his subscription to a new address, he may request to do so but it may be subject to further charges. The reinstallation/reactivation of the Reception Equipment at a new address may not be possible due to limitation in the existing infrastructure at the new address, in which case the Agreement will be terminated in accordance to clause 8 below. Appointments for the installation and activation of the Reception Equipment and Services will be subject to the Customer's availability and the Customer or a person authorised by him must be present during such installation and activation works and sign off on the completion of the installation and activation process. Installation of the Reception Equipment may require drilling and surface run cabling at the Customer's premises.

### **3. Use of Services.**

The Customer shall only use or view the Services on television or other audiovisual equipment at the residential address the Customer provided in the Application Form and only for the Customer's own private use. The Customer is however prohibited from displaying the Services in a public place or a commercial establishment such as a pub, bar, restaurant, club or café. The Customer is also prohibited from reselling the Services or charging any fee to any person to view the Services. 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 Services in any form whatsoever. The Customer is prohibited from recording, copying or reproducing the Services 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). The Agreement permits reception of the Services only in Malaysia, and reception outside Malaysia may constitute a violation of international copyright and other laws. Theft, fraud, piracy or other unauthorised usage of the Services or Reception Equipment may subject the Customer to civil and criminal sanctions. Astro may from time to time launch new services/programmes which the Customer may want to purchase. The Customer may purchase any new services/programmes or may authorise any other person to do so in the Customer's household. The Customer acknowledges that any person who has access to the Reception Equipment may purchase such new services/programmes on the Services and the Customer will be responsible to pay for all such charges. The Customer is solely responsible for ensuring that no one uses the Reception Equipment assigned to the Customer without the Customer's authorisation. If the Customer wishes to protect against such unauthorised purchases or activities, the Customer may do so by activating the channel security lock (Parental Lock) on the digital multimedia terminal assigned to the Customer.

**4. Minimum Subscription Period.** The Customer shall maintain and keep his account active for a minimum continuous period of 24 months from the date of activation of the Services. Further, in the event the Customer promptly or otherwise causes the deactivation of the Services at any time during the said 24 months period for any reason whatsoever, including without limitation, by failing

or refusing and/or neglecting to pay the Subscription Fees as and when due, an agreed fee of RM1,000 (excl Govt. Taxes) shall be charged to the Customer's Astro account on a prorated basis. If at any point in time the Customer's subscription to the Services is terminated either by the Customer or Astro for any reason whatsoever, the Customer shall contact Astro within thirty (30) days from the termination date of the Services to arrange for the collection of the Reception Equipment by Astro at no cost to the Customer. If the Customer does not contact Astro for the collection of the Reception Equipment within the retrieval and the cost of the Reception Equipment shall be borne by the Customer and charged to his Astro account. In the event that the Customer wishes to re-subscribe to the Services, the aforesaid Reception Equipment not returned by the Customer is not authorised for subscription. Where the Customer is an Astro PVR subscriber, the Customer shall pay a compulsory monthly recording service fee in accordance with Astro rates for the recording functionality payable from the activation date of each Astro PVR installed and activated at the Customer's residence. If the Customer has subscribed to the Services via special campaigns or promotions, the minimum subscription period as stated in the Campaign Terms & Conditions shall apply.

**5. Payment Terms.** The Customer may elect to pay his Subscription Fees on a monthly basis or such other basis as Astro may allow from time to time. The Subscription Fees, for the payment period which the Customer has elected, must be paid in full for such period, in advance either by cash, cheque, money order or bank draft. The Customer may also elect to pay the Subscription Fees by credit card or direct debit from his bank account by authorising Astro to do so in the Application Form. Astro will send the Customer a statement of account for the Subscription Fees, but the Customer will be responsible for prompt payment even if the Customer does not receive the statement of account. Any statement of account shall be deemed to be accepted by the Customer after 30 days from the date thereof and the Customer shall not thereafter be entitled to raise any objection in relation to the same. For the avoidance of doubt, nothing herein shall preclude Astro from correcting at any time any error or discrepancy in the amount stated in the statement of account. Any advance payments made by the Customer may only cover the Customer's selection of Programming Packages, and may not cover other services or special events purchased by the Customer during any billing period. In such event, the Customer agrees to pay promptly the prescribed fee for such services or special events upon being billed by Astro. In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions and Govt Taxes or tax of similar nature where applicable. The Customer shall pay Astro all fees, penalties and handling charges for cheques made payable to Astro and returned unpaid by the Customer's bank. In addition, the Customer shall pay all reasonable costs and attorneys' fees incurred by Astro in recovering any amounts due from the Customer. Should the Customer wish to change the Customer's selection of Programming Packages at any time after the initial registration, the Customer will be charged an administrative fee of RM10.00 (excl Govt. Taxes) for each change request, whether it is to add or remove or replace any Programming Packages. **Overdue Payments.** For every thirty (30) days that the Customer's account is overdue by an amount of more than RM10.00 (excl Govt. Taxes), Astro reserves the right to charge the Customer a late payment fee of RM10.00 (excl Govt. Taxes) to the Customer's account for administrative costs. In addition, Astro reserves the right to suspend or terminate the Customer's access to the Services at any time without notice to the Customer, if payments are not received when due. Astro may also set-off any amounts credited to the Customer against any amounts the Customer owes to Astro. Astro may at its discretion appoint any third party to perform its billing services in relation to the Services.

**6. Rights Reserved by Astro.** Astro shall be entitled at its sole discretion to revise the Services and the Subscription Fees or the structure of the Subscription Fees at any time and will use reasonable endeavours to notify the Customer of such revisions. Astro reserves the right and shall be entitled at any time to: (1) add, delete or make changes to the Services, (2) add or substitute alternative

programming or new channels, (3) terminate or discontinue any of the channels included in the Services, alter the number of channels and price of each Programming Package, alter the number of Programming Packages or, (4) reduce the number of hours of broadcast of any of the channels included in the Services, (5) upgrade or update any software currently in use in the Reception Equipment, or (6) upload or download any data or information in the Smart Card. Astro shall be under no liability whatsoever to the Customer if any of the rights reserved in this clause 6 are exercised by Astro, and the Customer shall remain liable to pay the Subscription Fees in full. Astro also reserves the right at anytime and from time to time to amend these General Terms & Conditions and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect as from such date as Astro may determine. The Customer may be notified of such amendments through written notice, electronic mail, Astro's website or such other form as Astro may deem appropriate. The Customer's continued use of the Reception Equipment and/or subscription to the Service will constitute acceptance of the amendments. If the Customer is not agreeable to any of these General Terms & Conditions or any amendments thereof, the Customer may terminate the Services in accordance with clause 8 below.

#### **7. Subscriber's Representations, Warranties, Covenants and Undertakings.**

By his offer to subscribe for the Services, the Customer represents, warrants, covenants and undertakes with Astro that:

- a) The Customer is eighteen (18) years of age or above and resides in Malaysia.
- b) The information provided by the Customer in the Application Form is accurate and truthful.
- c) The address listed in the Application Form is a residential dwelling unit and is the address at which the Customer will receive the Services. The Services will be used solely for private viewing at such address and the Services will not be displayed in a public place, hotel, pub, bar, restaurant, club, cafe or other commercial establishments. The Customer will not resell the Services or impose any charge on others to view the Services, nor will he rebroadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Services in any form whatsoever. The Customer will not record, copy or reproduce the Services 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). The Customer will not use the Reception Equipment in any way not authorised by the Agreement.
- d) The Customer will immediately notify Astro of any change in the information listed on the Application Form and any other information provided or communication made to Astro, 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, as well as the discovery of any theft, piracy or other unauthorized usage of the Services (including usage of the Services outside Malaysia) or any fraud against Astro. In such cases, the Customer shall report immediately to Astro when he discovers any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Services and/or the Reception Equipment and lodge a police report if required to do so and provide a copy of such police report to Astro.
- e) The Customer consents to the use and processing of any and all of the Customer's Personal Data for the purposes of (i) providing the Services; (ii) marketing any products or services of Astro, its affiliates and/or Astro's business partners, including any promotional campaigns; (iii) complying with any statutory or legal obligations; (iv) credit checking; and (v) any other activities which are ancillary to the Services. The Customer also consents to the disclosure by Astro of any and all of the Customer's Personal Data to (i) Astro's affiliates; (ii) any telecommunications provider which Astro has an arrangement with in connection with the Services; (iii) Astro's agents, auditors and advisers and those of Astro's affiliates; (iv) any other parties which provides retail products and services (for the purposes of marketing activities); (v) any organisation which provides credit checking services; and (vi) any entity or person, the disclosure to which is reasonably necessary or desirable for the

provision of the Services. The Customer also consents to the transfer by Astro of the Personal Data to locations outside Malaysia for any of the purposes set out above. Astro may also disclose the Customer's Personal Data when it is required or requested to do so by law, a court order or an order from any government or law enforcement authority or regulatory agency (including, without limitation, the police and the Malaysian Communications and Multimedia Commission); if Astro reasonably believes that it had a lawful right to disclose the Customer's Personal Data to any third party or that it would have had the Customer's consent for such disclosure if the Customer had known of the same; and/or if Astro's disclosure to any third party is in the public interest. The Customer's Personal Data will be obtained from the Customer at the time of subscription for the Services or as may be requested from the Customer by Astro at anytime thereafter or from existing Personal Data which had been collected by Astro previously. The Customer may, upon payment of a prescribed fee, request for access to or correction of the Customer's Personal Data or for limiting the processing of the Customer's Personal Data at any time hereafter by submitting such request to Astro in writing via registered post to the "Personal Data Protection Officer" at MEASAT Broadcast Network Systems Sdn Bhd, Astro All Asia Broadcast Centre, Peti Surat 10148, 50704 Kuala Lumpur or by email (which must be sent from the email address registered with Astro) to pdpo@astro.com.my. Any inquiries or complaints with respect to the Customer's Personal Data should also be channelled to Astro in this manner. Provision of all of the Customer's Personal Data as may be requested by Astro is required for the processing of the Customer's subscription for the Services. Failure to provide the same may result in Astro not being able to provide the Services to the Customer. The Customer represents and warrants that the consent of third parties (e.g. family member/friend) whose Personal Data the Customer has provided in the Application Form and disclosed to Astro has been obtained to allow Astro to process the same for the Purposes as set out in the Privacy Notice.

f) if the Customer lives in a multi-dwelling unit, the Customer shall obtain the necessary consent from the Customer building management/owner for the installation, maintenance, inspection and removal of the Reception Equipment;

g) the Customer consents to Astro and/or Astro's authorized representatives and/or registered contractors to install and activate the Reception Equipment and any other requisite equipment and cabling necessary for the provision of the Services within the Customer's premises and the Customer shall provide a television which is compliant with the prescribed installation and activation guidelines for the Services;

h) the Customer consents to Astro upgrading and/or updating software currently used in the Reception Equipment or uploading and/or downloading any data or information in the Smart Card at any time at its sole and absolute discretion;

i) the Customer shall be responsible for the purchase and maintenance of the EHDD and Astro will not be liable to the Customer in any circumstances relating to the EHDD;

j) the Customer acknowledges that the Reception Equipment remains the property of Astro and the Customer shall be responsible to maintain and safeguard the Reception Equipment installed by Astro at the Customer's residential address in good working condition (fair wear and tear excepted);

k) the Customer shall not resell or sublet or transfer or provide the Services and/or the Reception Equipment to anyone;

l) the Customer shall allow Astro to conduct periodic maintenance and/or change/repair/replace/retrieve the Reception Equipment as Astro deems necessary to enable the Customer to enjoy the Services. The Customer shall allow authorized Astro personnel access or obtained access to the Customer premises for the aforesaid purpose. If the Customer authorized Reception Equipment is damaged, lost or stolen, the Customer should notify Astro promptly. In the event that the Reception Equipment is damaged, lost or stolen whilst under the Customer's custody, Astro reserves the right to charge the Customer the cost for the damaged, loss or stolen Reception Equipment;

- m) the Customer shall adhere to all instructions and notices given by Astro from time to time in respect of the use of the Reception Equipment;
- n) the Customer shall return and surrender the Reception Equipment to Astro in the same condition as when it was initially provided to the Customer (fair wear and tear excepted) upon termination and/or expiry of the Services, failure of which shall result in the Customer being liable to pay Astro the cost of the Reception Equipment;
- o) if the Customer purchases an External Hard Disk Drive (EHDD) for purposes of recording, the Customer shall be responsible for the EHDD and Astro will not be liable to the Customer in any circumstances relating to the EHDD. If the Customer purchases other equipment (including a wireless router), the Customer shall be responsible for such equipment and Astro will not be liable to the Customer in any circumstances relating to such equipment; and
- p) the Customer hereby agrees to indemnify Astro and shall keep Astro indemnified against any loss, damage, liability or expenses arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Services or part thereof and from all other claims arising out of any of the Customer's act or omission or any unauthorized use or exploitation of the Services or part thereof.

**8. Suspension and Termination.** Astro shall have the right, in its sole discretion and without notice, to suspend or terminate the Customer's access to the Services if the Customer breaches any of the representations and warranties referred to above or any other term of the Agreement or use the Reception Equipment in a manner not permitted by the Agreement or determined inappropriate by Astro. Subject to clause 4, the Customer may suspend or terminate the Services by giving a minimum of one (1) month's written notice. If the Services are suspended or terminated either by the Customer or by Astro, the Customer shall remain liable to pay the full Subscription Fee for the entire billing month in which the suspension or termination occurred, all amounts due from the Customer prior to such suspension or termination and the agreed fee of RM1,000.00 (excl Govt. Taxes) on a prorated basis in the event the suspension or termination is within the twenty four (24) months minimum subscription period as provided in clause 4. If the Customer is a PVR customer, and does not wish to use the recording functionality, the Customer shall provide Astro with a minimum one (1) month prior written notice and Astro shall arrange for the collection of the Astro PVR and its Accessories and provide the Customer with an Astro Box. If the Customer fails to inform Astro, the Customer shall continue to pay Astro for the monthly recording service fee up to the date of the collection of the Astro PVR. Any existing recordings that the Customer has made in the Customer's Astro PVR shall not be retrievable or transferable to another device. If later the Customer chooses to exchange and upgrade again to the Astro PVR, a prescribed retrieval and/or installation and set-up charges will be payable by the Customer to the authorized Astro installer. If at any point in time the Customer's subscription to the Astro Service is terminated either by the Customer or Astro for any reason whatsoever, the Customer shall contact Astro within 30 days from the termination date of the Astro Service to arrange for the collection of the Astro Box/PVR and its Accessories by Astro at no cost to the Customer. If the Customer does not contact Astro for the collection of the Astro Box/PVR and its Accessories within the aforesaid time period, all charges incurred by Astro to enforce the retrieval of the Astro Box/PVR and its Accessories shall be borne by the Customer and charged to the Customer's Astro account. Any existing recordings that the Customer may have made in his Astro PVR/EHDD shall not be retrievable or transferable to another device. For reactivation of the Services, the Customer will be charged an administrative fee of RM 20.00 (excl Govt. Taxes) .All due amounts must be paid before the Services can be reactivated. Notwithstanding the above, Astro may in its sole discretion and without any liability to the Customer suspend or terminate the Customer's access to the Services at any time for any reason whatsoever including, but not limited to, circumstances in which Astro has been informed or is aware that the Customer has used the Reception Equipment in a manner such that there is an offence and/or infringement committed



under provisions of the Copyright Act 1987 (as amended from time to time). If the Customer has not breached the Agreement and Astro suspends or terminates the Customer's access to the Services, the Customer will be responsible only for payment of Subscription Fees up to the date of such suspension or termination and any amounts due prior to such date. The Agreement shall automatically terminate in the event any equipment or combination thereof, including hardware and software used by Astro in the transmission of its Services, becomes affected in their performance and/or functionality so as to render it impossible for Astro to continue to provide the Services. In such event the sole extent of Astro liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

**9. Exclusion of Astro's Liability.** Astro is neither responsible nor liable to the Customer for interruptions, any programmes that are erased, deleted or cannot be retrieved from the Customer's Astro PVR or EHDD for any reason whatsoever, suspension or termination of the Services for any reason whatsoever, whether or not within its control, including but not limited to the failure of power, transponders, satellite or satellite transmissions, satellite ground control equipment, signal processing and uplink equipment, acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion, acts or regulations by the government (including the withdrawal of consents, permits or licences) or failure, termination or cessation by third parties to provide programming/channels included in the Services and any force majeure reasons. Astro will not be liable to the Customer for any refunds of the Subscription Fee, or any other claims or for any costs incurred by the Customer in obtaining substitute services, nor for any loss of profits or business or other direct, special, indirect, incidental or consequential damages, even if Astro has been advised in advance that such loss may occur. Astro has no liability to the Customer for problems with the Reception Equipment or damage arising from the Customer's use of the Reception Equipment caused by the Customer's own act, negligence or omission. Where the Customer has caused damage to the Reception Equipment by the Customer's own act, negligence or omission, Astro will assist to repair/replace the Reception Equipment and any such cost in relation to or arising out of such repair/replacement shall be charged to the Customer's Astro account. Astro has no responsibility or liability whatsoever for any interruption or loss of Services arising directly or indirectly from the installation of the Reception Equipment, EHDD and/or SMATV System trunking (where applicable) by any unauthorised third party. The Customer shall indemnify Astro and keep Astro indemnified against all losses, damages and claims, including for injury or death or damage/loss to property, arising from the use of the Services or the Reception Equipment by the Customer or any third party. Astro makes no warranties or representations whatsoever with respect to the content of the programmes included in the Services, in particular Astro does not guarantee the sequence, accuracy, completeness, timeliness or the security of any data or information contained in the Services and shall not be liable for any claim arising out of any act or omission by Astro or any act or omission by the Customer, including claims for loss or damage, libel, slander, personal injury, damage to property or any other loss arising howsoever caused. The Services are provided on "as is" and "as available" basis. The Customer acknowledges that he/she uses the Service and relies on information obtained through the Services at his own risk. Astro does not make any representation and disclaims any warranties of any kind in relation to the Services including but not limited to availability, accessibility, timeliness or security of any content or information transmitted or obtained using the Services or provided to the Customer as part of the Services. Astro also disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement to the fullest extent allowed by law. Astro neither guarantees nor warrants that the Services will be free from any fault, error or interruption nor will Astro be liable for any inability to use or access the Service, or for the interruption, delay or failure of the Services. Astro will not be liable to the Customer or any person claiming through the Customer for any costs, loss or damages (whether direct or indirect), or for loss of revenue or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any

nature whatsoever (even if Astro had been advised of the possibility of such losses) due to any nonperformance of Astro's obligations including but not limited to:-

- (a) use or inability to use or access the Services for whatever reasons such as adverse weather conditions, electromagnetic interference, equipment failure or congestion in the Services network, the quality of the Services, information available or obtained via the Services or arising out of any action taken in response to or as a result of such information available or obtained via the Services;
- (b) any upgrading or modification to the Services as deemed necessary by Astro;
- (c) any act, omission, error, default by Astro and/or Astro's related companies, its officers, employees and agents in relation to the Services;
- (d) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Service and any claims arising out of any act, omission, negligence or default by the Customer in relation to any part of the Services;
- (e) any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Reception Equipment and/or the Services for any reason whatsoever;
- (f) any loss, distortion or corruption of data arising out, or from the use, of the Services;
- (g) the use of any equipment (whether provided by Astro or otherwise) which does not guarantee reliability and signal strength quality; and
- (h) any inconvenience caused to the Customer.

Notwithstanding any other terms herein, the Customer agrees that the maximum liability of Astro to the Customer or any third party for any cause of action (whether in contract, tort or other causes of action) shall in no event exceed RM200.00.

**10. Without prejudice to the abovesaid provisions, the following provisions apply to the Astro Personal Video Recorder (PVR) or the EHDD.** The Astro PVR or the EHDD gives the Customer the ability to watch and record televised programmes ("Content"). In order to have access to any recorded programmes, the Customer must currently subscribe to the corresponding Programming Packages. Astro does not guarantee the timeliness, access to or recording quality of any particular programme. The Content is copyright material owned by Astro and/or third party content suppliers, and protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of Astro and/or the relevant third party content supplier, and to this end, Astro may be required to restrict the Customer's ability to record any Content. Astro will have no liability to the Customer or anyone else who uses the Astro PVR or the EHDD for the recording quality of the Astro PVR or the EHDD with regard to any Content. Astro will not be liable to the Customer, any user or third party for any losses or damages, however classified or categorised, arising out of or related to the use or non-use, misuse, availability or reliance on the Astro PVR or the EHDD, the Services or any other services made available notwithstanding the fact that Astro has been notified of the possibility of such losses or damages. The total recording time for the Customer's Astro PVR or the EHDD varies depending on the time length/quality of the programmes being recorded. The Customer is subject to the following licence terms. The term "Software" shall include any updates, modified versions, additions and copies of certain software forming part of the Astro PVR or EHDD that may be provided by Astro from time to time. The use of the Software shall be subject to the following:

- (a) The Customer may use the Software solely in executable code form and solely in conjunction with the Astro PVR or the EHDD.
- (b) The Customer may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. The Customer may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software. Any attempt to transfer any of the rights, duties or obligations of this licence is void. The Customer may not rent, lease, load, resell or distribute the Software, or any part thereof, or attempt to install or connect the Astro PVR or the EHDD or any part thereof in any manner to any removable equipment

for copying, transfer, storage of recorded programmes for any purpose in any form and/or media.

(c) The Software is licensed, not sold, to the Customer for use only under the terms of this licence, and Astro and its suppliers reserve all rights not expressly granted to the Customer. Astro and its suppliers retain ownership of all copies of the Software itself. Except as stated above, this licence does not grant to the Customer any intellectual property rights in the Software.

(d) This licence will be automatically terminated immediately if the Customer breaches any term or condition herein.

(e) Astro reserves the right to alter the Software in the Astro PVR or the EHDD, alter the features and/or functionality in the Astro PVR, provide data and content to the Astro PVR or the EHDD, store data and content on the hard disk drive (minimum 100 GB of hard disk space) of the Astro PVR or the EHDD, and send electronic messages to the Customer's Astro PVR or EHDD, through periodic downloads. Astro will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to the Services, but shall have no liability to the Customer for any interruptions in the Astro PVR or EHDD, Services and or any other services arising out of or related to such downloads.

(f) Neither Astro nor any of its representatives makes or passes on to the Customer or other third party, any warranty or representation on behalf of Astro or its suppliers with respect to the Astro PVR or EHDD or the Software, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.

**11. NJOI Prepaid Services.** If the Customer voluntarily suspends or terminates the Services in accordance to the provision stated in clause 8 above and there is no amount due/outstanding in the Customer's Astro account, Astro may at its sole discretion:

(i) provide its NJOI Prepaid Services\* to the Customer; and

(ii) replace the Reception Equipment with the necessary reception equipment for the reception of the NJOI Prepaid ("NJOI Prepaid reception equipment").

Title to the Astro reception equipment for the NJOI Prepaid Services shall remain with Astro. Astro may at any time discontinue the NJOI Prepaid Services, without giving any notice or assigning any reason to the Customer in which event, the Customer shall immediately arrange for the return of the NJOI Prepaid reception equipment whether formally demanded or not, within thirty (30) days from the date of discontinuation of the NJOI Prepaid Services by arranging for Astro to collect the NJOI Prepaid reception equipment at no cost to the Customer. All charges that are incurred by Astro to enforce the retrieval of the NJOI Prepaid reception equipment shall be borne by the Customer and charged to his Astro account should he fail to return the NJOI Prepaid reception equipment within the prescribed period. The provision of the NJOI Prepaid Services is subjected to the Astro General Terms & Conditions with the exception of Clause 5 (Payment Terms) unless the Customer opts to re-subscribe to the Services.

\* NJOI Prepaid Services is defined as an offering provided by Astro that gives access to free-to-view television and prepaid where services and/or channel selection are provided by Astro solely at its discretion and on an "as is" basis.

**12. Notices and Correspondence.** Any communication or notice to Astro, other than a notice to the Personal Data Protection Officer, should be in writing to the address stated overleaf or to Peti Surat 10335, 50710 Kuala Lumpur and marked for the Attention of the "Customer Management Division". All correspondence and notices by Astro to the Customer will be sent in writing to the most recent mailing address provided by the Customer to Astro or to the address stated on the Application Form or by email to the Customer's email address registered with Astro. Notices will be considered to be received upon hand delivery or upon the fifth business day after posting or, in the case of email, upon electronic confirmation of the transmission of the email to the Customer's aforementioned email address.

**13. Assignment.** The Customer does not have the right to assign or transfer any part of the Customer's rights or obligations under the Agreement to any other party without the prior written consent of Astro. Astro may assign the whole or part of the rights in the Agreement to any third party without the Customer's consent.

**14. Right of Rescission** under the Direct Sales and Anti-Pyramid Scheme Act 1993. Subject to the provisions of the Direct Sales and Anti-Pyramid Scheme Act 1993 (Act 500) (as amended or replaced from time to time), the Customer may rescind the contract based on these General Terms & Conditions before the expiry of the cooling-off period set out in the Application Form.

**15. Governing Law.** The Agreement is governed by the laws of Malaysia.