

Please write in CAPITAL letters and tick (✓) where applicable.

## 1. APPLICATION INFORMATION

### Astro CE Flexi Packs

- Standalone - New  
 Standalone - Existing / Recontract  
 Standalone - Conversion-Residential

### Astro Fibre Business

- Standalone  
 Bundled with Flexi

### Existing Customer Information (For Recontract / Conversion-Residential)

Subscriber Account No.   
 Smart Card No.   
 Decoder Serial No.

## 2. COMPANY INFORMATION

Please fill in as per Company Form / Business Certificate of Registration / SSM.

Company / Business Name  Company / Business Registration No.   
 Registered Address   
 Town / City  State  Postcode (eg. 57000)   
 Company / Sole Prop / Foreign Company   
 Paid up capital for company only (Sdn Bhd / Bhd)  > RM 100k  RM 99k - RM 30k  < RM 30k

## 3. SERVICE INFORMATION

Tick if the information below is the same as Section 2. Please only fill in the fields where the information differs from the above.

Establishment / Outlet Name   
 Establishment / Outlet Address   
 (TM Printscreen Address)   
 Town / City  State  Postcode (eg. 57000)   
 Outlet Type  Mamak / Indian Restaurant  Banking / Financial / Insurance  Health Centre  Fitness Centre  
 Restaurant / Cafe  Office  Beauty / Wellness  Entertainment Centre  
 Food Court / Hawker Centre / Warong  Retail / Service Centre  Government  Recreational Park  
 Bar / Bistro / Pub  Offshore  Embassy  Others, please specify  
 Fast Food  Education  Club House / Golf / Lobby / Lounge

## 4. CONTACT INFORMATION (AS PER NRIC/ PASSPORT/ VALID IDENTIFICATION DOCUMENTS)

**A. Main Contact Person/ Owner (To receive Astro's communications, eg: Deposit payment SMS, content updates, rewards, statements & billing, etc.)**

Full Name   
 Contact No. Office  -  Mobile  -   
 Email Address   
 This Mobile and Email Address will receive Astro's communications, eg: Deposit payment SMS, content updates, rewards, statements & billing, etc.

**B. Authorised Contact Person/ Person In Charge (Authorised contact to transact for the company, eg: Change of package, decoder service request, etc.)**

Tick if the contact information is the same as the Main Contact Person. Please fill in the Designation and NRIC or Passport No.

Full Name   
 Designation  NRIC or Passport No   
 Contact No. Office  -  Mobile  -   
 Email Address

Note: Designation and NRIC or Passport No. are required for Authorized Contact Person/ Person In Charge for call verification purposes.

## 5. PACKAGE INFORMATION

**PACKAGE SELECTION**

Applicable for Flexi Pack or Astro Fibre Business Bundled subscription.

- Decoder**  
 Ultra  
 Ulti
- Decoder & Installation Type**  
 Unicast Plug & Play - Internet Only (Self Install)  
 Unicast Plug & Play - Internet Only (Installer Install)  
 Hybrid - Satellite & Internet (Installer Install)

Contract Period  24 Months  12 Months  
 Add-On Rugby @ RM250/month  CH823 Premier Sports HD  
 Additional Package Subscription\*  1  2  3  4  
 Additional Mesh Subscription\*\*  1  2  3  4  
 Additional Fixed IP  1  5

Total Deposit Required  1 Month  2 Months  
 Total Subscription Fees (incl. Main Package+Add-On+SST)   
 Remarks

\* For additional package subscription, channel selection must be the same with maximum 5 primary subscriptions are allowed per installation address.  
 \*\* Additional mesh subscription is applicable for Astro Fibre Business subscription (bundled / standalone).

**5A. CHANNELS SELECTION**

**1. STARTER**

- 101 TV1
- 102 TV2
- 103 TV3
- 118 Go Shop RUUMA HD
- 120 Go Shop GAAYA HD
- 147 NTV7
- 148 8TV
- 149 TV9
- 303 Go Shop HD
- 501 Astro Awani HD
- 801 Astro Arena HD

**2. CLASSIC**

- MALAY**
- 104 Astro Ria HD
  - 105 Astro Prima HD
  - 106 Astro Oasis HD
  - 107 Astro Warna HD
  - 108 Astro Citra HD
  - 611 Astro Ceria HD
- CHINESE**
- 304 Astro Xiao Tai Yang HD
  - 305 TVB Classic HD
  - 306 Astro AEC HD
  - 308 Astro Quan Jia HD
  - 309 Celestial Movies HD
  - 311 AOD HD
  - 316 CTI Asia HD
  - 325 Phoenix Chinese Channel HD
  - 333 Astro Hua Hee Dai HD
  - 335 CCTV4 HD
  - 503 CGTN HD
- INDIAN**
- 116 Colors Hindi HD
  - 201 Astro Vaanavil HD
  - 202 Astro Vinmeen HD
  - 203 Astro Vellithirai
  - 211 SUN TV HD
  - 212 SUN Music
  - 213 Chutti TV
  - 214 Adithya
  - 221 Star Vijay HD
  - 222 Colors Tamil HD
  - 223 Zee Tamil HD
  - 251 BollyOne HD
- KOREAN / JAPANESE**
- 392 KBS World HD
  - 393 ONE HD
  - 395 tvN HD
  - 398 NHK World HD

- VARIETY**
- 701 AXN HD
  - 706 HITS HD
  - 708 Food Network HD
  - 709 Asian Food Network HD
  - 714 Crime + Investigation HD
  - 715 HGTV HD
- NEWS**
- 326 Phoenix Info News HD
  - 502 Bernama
  - 512 BBC World News HD
  - 513 Al-Jazeera English HD
  - 514 Sky News HD
  - 515 CNA HD
  - 516 CNBC Asia HD
  - 517 Bloomberg TV HD
  - 518 ABC Australia
- DOCUMENTARY / LEARNING**
- 550 Nat Geo Wild HD
  - 552 Discovery Channel HD
  - 553 Discovery Asia HD
  - 554 BBC Earth HD
  - 556 Animal Planet HD
  - 717 BBC Lifestyle HD
- KIDS**
- 601 Astro Tutor TV SK HD
  - 603 Astro Tutor TV SMK HD
  - 618 Moonbug Kids HD

**3. PRIME**

- MOVIES / VARIETY**
- 416 tvN Movies HD
  - 703 Lifetime HD
  - 713 Paramount Network HD
  - 716 DMAX HD
  - 718 MTV
- CHINESE**
- 310 TVB Jade HD
  - 317 TVB Entertainment News HD
  - 319 TVB Xing He HD
  - 320 TVBS Asia HD
- KIDS**
- 615 Cartoon Network HD
  - 616 Nickelodeon HD
  - 617 Nickelodeon Junior
  - 616 Boomerang
- NEWS**
- 511 CNN HD
- DOCUMENTARY / LEARNING**
- 551 National Geographic Channel HD
  - 555 HISTORY HD
  - 707 TLC HD

**4. SPORTS**

- SPORTS**
- 800 eGG Network HD
  - 802 Astro Arena 2 HD
  - 811 Astro SuperSport HD
  - 812 Astro SuperSport 2 HD
  - 813 Astro SuperSport 3 HD
  - 814 Astro SuperSport 4 HD
  - 815 Astro SuperSport 5 HD
  - 816 SPOTV HD
  - 819 beIN Sports MAX HD
  - 820 Eurosport HD
  - 821 WWE HD
  - 822 Golf Channel HD
  - 824 Astro Cricket HD

**6. BILLING INFORMATION**

All payments should be made payable to **MEASAT Broadcast Network Systems Sdn. Bhd. (Address: 3rd Floor Administration Building, All Asia Broadcast Centre, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur, Malaysia.)**

- 1. Billing Frequency  Monthly  Quarterly  Half Yearly  Yearly
- 2. Billing Format  E-Bill (Default)\*  Paper Bill (RM10 per bill, effective 1-AUG-2022)
- 3. Billing Address  Same as Company Address (Section 2)  Same as Installation Address (Section 3)

\* Email address provided in Section 4A will receive the e-bill by default.

**7. DECLARATION & DOCUMENTATION**

I hereby declare that I wish to subscribe to the services provided by MEASAT Broadcast Network Systems Sdn Bhd 199201008561 (240064-A) (Astro) and that the above information is true and accurate. I am aware, understand and agree to pay the stipulated security deposit based on the terms and conditions set for this subscription and I have read the terms and conditions as printed overleaf on the application form and agree to be bound by the same and any amendments made thereto. I agree to maintain and keep my Astro account active for the entire contract period from the date of activation of the services. Should I prompt or otherwise cause the deactivation of the services for any reason whatsoever during the contract period (including without any limitation by failing or refusing and/or neglecting to pay subscription fees and when due), I shall be liable to pay MBNS and agreed as per Clause 4(b) - subscription period. I also agree to Astro (a) to verify any credit information and conduct credit checks on me/us and/or the abovementioned Company/Entity/Business/Applicant, its directors/its shareholders/owner/partners/guarantors/individuals/party providing securities ("security parties") with Credit Bureau Malaysia Sdn Bhd and (b) for CTOS Data Systems Sdn Bhd to disclose credit information data relating to the abovementioned Company/Entity/Business/Applicant, its directors/its shareholders/owners/partners/guarantors/individuals/party providing securities ("security parties") to MEASAT BROADCAST NETWORK SYSTEMS SDN BHD (Company No.: 199201008561 (260064-A) for the abovementioned purpose.

I will provide a copy of Business Registration Form 9, 24, 49 or other relevant documents required for the service registration.

Name

Designation

NRIC / Passport No.

Date (DD/MM/YY)

Authorized Signature (Owner / Director)

**8. FOR SALES / DEALER USE**

Sales Source  Direct Sales  Dealer

Direct Sales Code

Dealer Code **C0008624**

Installer Code

## 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 has subscribed to the Services via special campaigns or collaborations, the terms and conditions of the special campaigns or collaborations ("Campaign Terms & Conditions") are to be read together with these General Terms & Conditions and, if there is a conflict, the Campaign Terms & Conditions shall prevail.

### 1. DEFINITIONS AND INTERPRETATION.

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, including these General Terms & Conditions and, as applicable, any Campaign Terms and Conditions.

"Application Form" means the application form completed by a Customer confirming their application to subscribe for the Services.

"Astro" means MEASAT Broadcast Network Systems Sdn Bhd (Company Number 199201008561(240064-A)).

"Content" means the content made available by Astro to the Customer as part of the Services, which may include television channels, radio channels and on-demand content.

"Customer" means the person named in the Application Form who is subscribing to the Services in accordance with this Agreement.

"Government Tax" means any applicable sales tax, service tax or tax of a similar nature.

"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 Package" means the package of content, including, as applicable, television channels, radio channels and on-demand content, selected by the Customer and which the Customer is eligible to receive in consideration of payment of the Subscription Fees.

"Reception Equipment" means, collectively, the equipment provided by or on behalf of Astro which enables the Customer to gain access to and receive the Services, comprising of any and all of the following: (i) the authorised digital decoder, including, as applicable, the 'Ultra Box', or the 'Ulti Box' (each an 'Astro Box'), (ii) the authorised parabolic dish, (iii) the low noise block ("LNB"), (iv) the remote control unit, (v) the high definition multimedia interface ("HDMI") cable, and (v) the Smart Card/SIM Card, or any other equipment authorised by Astro from time to time.

"Services" means any services, including the Programming Package, provided by Astro to the Customer in consideration of the Subscription Fees. The Services may also include high definition format services, pay-per-view, premium/special events, interactive and other special services made available to the Customer by Astro.

"Smart Card/SIM Card" means the authorised card, containing a microchip, which, when inserted in the authorised Astro Box will permit the Customer to legitimately gain access to and receive the Services.

"Software" means the software, algorithm and other intellectual property, including any updates, modified versions, additions and copies of certain software, forming part of the Reception Equipment, including the Astro Box, that may be provided by Astro from time to time.

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

Unless the context otherwise requires: (i) words denoting the singular shall include the plural and vice versa; and (ii) words denoting any one gender shall include all genders.

The words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them.

## 2. RECEPTION EQUIPMENT AND INSTALLATION.

### 2.1 Reception Equipment.

2.1.1 The Customer shall receive the Services only through the use of Reception Equipment which has been authorised by Astro. Notwithstanding any Campaign Terms and Conditions, ownership of the Reception Equipment remains with Astro, save for the Smart Card/SIM Card which ownership remains with the relevant third-party manufacturer or supplier at all times. The Customer shall not resell or sublet or transfer or provide the Services and/or the Reception Equipment to anyone. The Smart Card/SIM 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 commercial establishment 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/SIM cards.

2.1.2 Notwithstanding anything contained in the Agreement, the Customer shall not own the Smart Card/SIM Card. Title and all equitable and legal rights in the Smart Card/SIM Card, including all algorithms, software or other intellectual property embedded in the Smart Card/SIM Card shall vest in and remain with the relevant third party manufacturer or supplier. If the Customer's Smart Card/SIM Card is lost or damaged, the Customer may obtain a replacement from Astro by paying RM50 (excluding any Government Tax) or such other amount as may be determined by Astro from time to time.

2.1.3 Astro shall be responsible for the maintenance of the Reception Equipment as long as the Customer maintains his subscription to the Services, subject to the Customer: (i) using the Reception Equipment for its intended purpose, adhering to all instructions and notices given by Astro from time to time in respect of the use of the Reception Equipment; (ii) not abusing, misusing or damaging the Reception Equipment; and (iii) maintaining and safeguarding the Reception Equipment in good working condition, fair wear and tear excepted.

2.1.4 Astro may, with reasonable prior notice to the Customer, conduct periodic maintenance and/or change, repair, replace, or 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.

2.1.5 If the Customer's Reception Equipment is damaged, lost or stolen, the Customer should notify Astro promptly. If the Reception Equipment is damaged, lost or stolen while under the Customer's custody, Astro reserves the right to charge the Customer the cost for the damaged, lost or stolen Reception Equipment. Notwithstanding the aforesaid, the Customer shall be charged a service fee for the logistics cost of a technician's visit to the Customer's commercial establishment for any periodic maintenance and/or to change, repair, replace, retrieve the Reception Equipment. Such service fee rates are published on [www.astro.com.my](http://www.astro.com.my) and may be subject to revision at any time and from time to time as Astro deems fit.

2.1.6 Subject to Clause 8 below, if the Services are discontinued or terminated at any time for any reason whatsoever either by the Customer or Astro, the Customer shall allow Astro and/or its authorised agents to retrieve the Reception Equipment from the Customer's premises, failing which Astro reserves the right to charge and the Customer shall be liable to pay Astro the cost of the Reception Equipment. The Customer shall return and surrender the Reception Equipment to Astro in the same condition it was when it was initially provided to the Customer, fair wear and tear excepted, failure of which shall result in the Customer being liable to pay Astro the cost of the Reception Equipment. If the Customer wishes to re-subscribe to the Services following termination, any Reception Equipment not returned by the Customer at the time of termination may not be authorised by Astro for use in respect of the new subscription.

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

2.1.8 The following terms shall apply in respect of any Software that may be used by the Customer as part of the Services and/or in the Reception Equipment:

2.1.8.1 the Software embedded in the Reception Equipment is of a proprietary and confidential nature;

2.1.8.2 the Customer may use the Software solely in executable code form and solely in conjunction with the Reception Equipment;

2.1.8.3 the Customer may not copy, reproduce, transfer or distribute the Software, or any copy thereof, in whole or in part;

2.1.8.4 the Customer may not modify, adapt, alter, translate, or create derivative works from the Software or part thereof;

2.1.8.5 the Customer may not merge or incorporate the Software or part thereof embedded in the Reception Equipment with or into any other algorithm or software;

2.1.8.6 the Customer may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software;

2.1.8.7 the Customer may not rent, lease, load, resell or distribute the Software, or any part thereof, or attempt to install or connect the Reception Equipment 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;

2.1.8.8 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;

2.1.8.9 any attempt to transfer any of the rights, duties or obligations of this licence is void. This licence will be automatically terminated immediately if the Customer breaches any term or condition herein;

2.1.8.10 Astro reserves the right, in respect of the Reception Equipment, to: (a) alter the Software; (b) alter the features and/or functionality; (c) provide data and content to the Reception Equipment; (d) store data and content on the hard disk drive; and (f) send electronic messages to the Reception Equipment through periodic downloads;

2.1.8.11 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/SIM Card at any time at its sole and absolute discretion;

2.1.8.12 Astro will use commercially reasonable efforts to schedule any downloads to minimize interference with or interruption to the Services, but shall have no liability to the Customer for any interruptions in the Reception Equipment and the Services arising out of or related to such downloads; and

2.1.8.13 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 Reception Equipment or the Software, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.

### 2.2 Installation.

2.2.1 Unless prescribed otherwise, installation charges shall be borne by the Customer.

2.2.2 The Customer shall ensure that his commercial establishment or the infrastructure of his commercial establishment is compliant with the prescribed installation and activation guidelines for the Reception Equipment and access to his commercial establishment is obtained for the installation and activation of the Reception Equipment.

2.2.3 If the location of the Customer's commercial establishment is in a multi-dwelling unit, the Customer shall obtain the necessary consent from the Customer's building management or owner for the installation, maintenance, inspection and removal of the Reception Equipment. The Customer is responsible for ensuring that his television is compatible with the Reception Equipment, the prescribed installation, and the activation guidelines for the Services.

2.2.4 If the Customer wishes to transfer his subscription to a new address, he may request to do so but it may be subject to further charges. The reinstallation and reactivation of the Reception Equipment at a new address may not be possible due to limitations in the existing infrastructure at the new address, in which case the Agreement will be terminated in accordance with Clause 8 below. Appointments for the installation and activation of the Reception Equipment and the 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.

2.2.5 The Customer agrees and acknowledges that installation of the Reception Equipment may require drilling and surface run cabling at the Customer's premises.

### 2.3 Installation Charges.

2.3.1 A "Standard Installation" means where the Astro Box is connected to 1 television set and the outdoor unit using a 15 metre co-axial cable and the accessories (including the standard wall mount) which are pre-packed in the outdoor unit carton packing.

2.3.2 The charges for a Standard Installation are deemed to include: (i) labour; (ii) bare surface run cable with clips (including the 15 metre cable and F-connectors); (iii) transportation of the Astro Box to the relevant commercial establishment address; (iv) basic connectivity to a TV; (v) activation of the Astro Box; (vi) demonstration of the operations of the Astro Box and its features; and (vii) the warranty for installation workmanship as follows: (a) 24 months for a Subscription with a Minimum Subscription Period of 24 months and with the Ultra Box; (b) 6 months for a Subscription without a Minimum Subscription Period and with the Ultra Box; (c) 6 months for all other types of Astro Box, regardless of subscription type; and (d) no warranty provided for 'Plug & Play' Astro Boxes.

2.3.3 The Customer shall be required to pay: (i) the prescribed charges for a Standard Installation based on the Programme Package and Astro Box selected; and (ii) any additional charges where the authorised Astro installer must provide services additional to a Standard Installation, such additional charges to be paid in cash directly to the authorised Astro installer upon completion of the installation at the Customer's designated premises.

2.4 Plug & Play Astro Box. A Customer should install and activate their 'Plug & Play' Astro Box within 7 days of receiving the same. Should the Customer fail to do so, then Astro may activate the 'Plug & Play' Astro Box on the eighth day. Billing and any applicable warranty period shall commence from the date of activation.

2.5 Delivery Method. The Customer agrees and acknowledges that the Content that can be viewed on the Astro Box may differ depending on the delivery method (for example whether by way of satellite or internet protocol (IPTV)) and accordingly the Customer is not entitled to any compensation or refund if certain Content is unavailable due to the delivery method.

## 3. USE OF SERVICES.

3.1 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 (i) accuracy of the information to provide the Services at the designated commercial establishment address and (ii) the credit worthiness of the Customer.

3.2 The Customer shall only use or view the Services on television or other audiovisual equipment at the commercial establishment address that the Customer has provided in the Application Form and only use or view the Services within the commercial establishment premise, 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.

3.3 The Customer shall not broadcast, reproduce, transmit, compress, modify, perform, display, record, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Services in any form whatsoever.

3.4 The Customer is prohibited from recording, copying or reproducing the Services or any part thereof other than solely for the purpose of using or viewing the Services within the commercial establishment premise that the Customer has provided in the Application Form, such as a pub, bar, restaurant, club or café as permitted by the Copyright Act 1987 (as amended or replaced from time to time).

3.5 The Agreement permits reception of the Services only in Malaysia, and reception outside Malaysia may constitute a violation of international copyright and other laws.

3.6 Theft, fraud, piracy or other unauthorised usage of the Services or Reception Equipment may subject the Customer to civil and criminal sanctions.

3.7 Astro may from time to time launch new services and/or programmes and the Customer may purchase any such new services and/or 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 and/or programmes 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 on his Astro Box.

## 4. MINIMUM SUBSCRIPTION PERIOD.

4.1 The Customer shall maintain and keep his account active on the selected Programme Package for the minimum continuous period as specified in the Application Form or, if the Customer has subscribed to the Services via special campaigns or collaborations, as stated in the applicable Campaign Terms & Conditions (the "Minimum Subscription Period").

4.2 Upon the expiry of the Minimum Subscription Period, the Customer will automatically be renewed on the same Programme Package for the same subscription period in order to continue enjoying the same price and any other offer tied to the subscription. The Customer may choose to opt out of the auto-renewal by contacting Astro Business Support at 03-9544 7566 or by email at [AstroBusinessSupport@astro.com.my](mailto:AstroBusinessSupport@astro.com.my) no later than 30 days prior to the expiry of the Minimum Subscription Period.

4.3 If the Customer causes the suspension and/or termination of the Services at any time during the Minimum Subscription Period for any reason whatsoever, including with non-payment of Subscription Fees as and when due, then a cancellation fee will be charged to the Customer's Astro account calculated on a prorated basis.

4.4 Should the Customer wish to change the Programming Package to which he subscribes at any time after the start of the Minimum Subscription Period, the Customer will be charged an administrative fee as determined by Astro for each change request, whether it is to add, remove or replace any Programming Package.

## 5. PAYMENT TERMS.

- 5.1 The Customer may elect to pay his Subscription Fees on a monthly basis or on 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.
- 5.2 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.
- 5.3 Nothing herein shall preclude Astro from correcting at any time any error or discrepancy in the amount stated in the statement of account.
- 5.4 Any advance payments made by the Customer will only cover the Programming Package selected by the Customer and will 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.
- 5.5 In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions, Government Tax 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.
- 5.6 Overdue Payments. For every 30 days that the Customer's account is overdue, Astro reserves the right to charge the Customer a late payment fee of RM10 (excluding any Government Tax) 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. DEFINITIONS AND INTERPRETATION.

- 6.1 Astro shall be entitled at its sole discretion to revise the Services and the Subscription Fees (including the structure of the Subscription Fees) at any time and will use reasonable endeavours to notify the Customer of such revisions.
- 6.2 Astro reserves the right and shall be entitled at any time to: (i) add, delete or make changes to the Services; (ii) add or substitute alternative programming or new channels; (iii) terminate or discontinue any of the channels included in the Services; (iv) alter the number of channels and price of each Programming Package; (v) alter the number of Programming Packages; (vi) reduce the number of hours of broadcast of any of the channels included in the Services; (vii) upgrade or update any Software currently in use in the Reception Equipment; or (viii) upload or download any data or information in the Smart Card/SIM Card.
- 6.3 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 any time and from time to time to amend this Agreement. 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 or medium as Astro may deem appropriate.
- 6.4 The Customer's continued use of the Reception Equipment and/or subscription to the Services will constitute acceptance of the amendments. If the Customer is not agreeable to any of the terms of this Agreement, including any amendments thereof, the Customer may terminate the Services in accordance with Clause 8 below.

## 7. CUSTOMER REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS.

- 7.1 By his offer to subscribe for the Services, the Customer represents, warrants, covenants and undertakes with Astro that:
  - 7.1.1 the Customer is 21 years of age or above and resides in Malaysia;
  - 7.1.2 the information provided by the Customer in the Application Form is accurate and truthful;
  - 7.1.3 the address listed in the Application Form is a commercial dwelling unit and is the address at which the Customer will receive the Services;
  - 7.1.4 the Services will be used solely within the commercial establishment premise that the Customer has provided in the Application Form, such as a pub, bar, restaurant, club or café;
  - 7.1.5 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;
  - 7.1.6 the Customer will not record, copy or reproduce the Services or any part thereof other than solely for the purpose of using or viewing the Services within the commercial establishment premise that the Customer has provided in the Application Form, such as a pub, bar, restaurant, club or café as permitted by the Copyright Act 1987 (as amended or replaced from time to time); and
  - 7.1.7 the Customer will not use the Reception Equipment in any way not authorised by the Agreement.
- 7.2 The Customer will immediately notify Astro of: (i) any change in the information listed on the Application Form and any other information provided or communication made to Astro, including information or communication in connection with the charging of the Customer's credit card or debiting of the Customer's bank account; (ii) the discovery of any theft, piracy or other unauthorized usage of the Services (including usage of the Services outside Malaysia); or (iii) any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Services and/or the Reception Equipment (and the Customer shall also lodge a police report if required to do so and provide a copy of such police report to Astro).
- 7.3 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 collaborative campaigns; (iii) complying with any statutory or legal obligations; (iv) credit checking and/or debt recovery; and (v) any other activities which are ancillary to the Services.
- 7.4 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 provide retail products and services for the purposes of marketing activities; (v) any organisation which provides credit checking, credit reporting and/or debt recovery services if the Customer has any outstanding fee or monies due to Astro at any point in time; 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.
- 7.5 Astro may also disclose the Customer's Personal Data: (i) 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 the police and the Malaysian Communications and Multimedia Commission); (ii) if Astro reasonably believes that it has 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 (iii) if Astro's disclosure to any third party is in the public interest.
- 7.6 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.
- 7.7 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.
- 7.8 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. employee or person in charge) 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 this Agreement.

## 8. SUSPENSION AND TERMINATION.

- 8.1 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 undertaking, representations or 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.
- 8.2 Subject to Clause 4, the Customer may suspend or terminate the Services by giving a minimum of 1 month's written notice to Astro.

- 8.3 If the Services are suspended or terminated either by the Customer or by Astro, the Customer shall remain liable to pay: (i) the full Subscription Fee for the entire billing month in which the suspension or termination occurred; (ii) all amounts due from the Customer prior to such suspension or termination; and (iii) the cancellation fee referred to in Clause 4 if the suspension or termination is prior to the expiry of the Minimum Subscription Period. The Customer is required to inform Astro once such payment is made by the Customer to Astro under Clause 8.3 or Clause 8.4 below by contacting Astro Business Support at 03-9544 7566 or by email at AstroBusinessSupport@astro.com.my.
- 8.4 In order to reactivate the Services following suspension, the Customer will be charged an administrative fee and all due amounts must be paid before the Services can be reactivated. To enjoy the same price and any other offer tied to the Programme Package which the Customer had opted for prior to the suspension of the Services, the Customer is required to inform Astro accordingly.
- 8.5 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 where 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).
- 8.6 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 without cause and in such case 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.
- 8.7 The Agreement shall automatically terminate in the event that the Reception Equipment or any hardware and/or software used by Astro in the provision of the Services becomes affected as to its 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's liability to the Customer shall be the refund of any Subscription Fees paid in advance by the Customer pro-rata from the period of interruption prior to termination.

## 9. EXCLUSION OF ASTRO'S LIABILITY.

- 9.1 Astro is not responsible or liable to the Customer for: (i) any interruptions in the transmission or delivery of any Content; (ii) the suspension or termination of the Services for any reason whatsoever, whether or not within its control, including 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 Content and any force majeure reasons.
- 9.2 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 or replace the Reception Equipment and any such cost in relation to or arising out of such repair or replacement shall be charged to the Customer's Astro account.
- 9.3 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 and/or SMATV System trunking (where applicable) by any unauthorised third party.
- 9.4 Astro makes no warranties or representations whatsoever with respect to the Content and 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.
- 9.5 The Services are provided on an "as is" and "as available" basis. The Customer acknowledges that he uses the Services 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 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.
- 9.6 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.
- 9.7 Astro will not be liable to the Customer or any person claiming through the Customer for any refunds of the Subscription Fee, or any other claims or 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 non-performance of Astro's obligations, including:
  - 9.7.1 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;
  - 9.7.2 any upgrading or modification to the Services as deemed necessary by Astro;
  - 9.7.3 any act, omission, error, default by Astro and/or Astro's related companies, its officers, employees and agents in relation to the Services;
  - 9.7.4 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;
  - 9.7.5 any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Reception Equipment and/or the Services for any reason whatsoever;
  - 9.7.6 any loss, distortion or corruption of data arising out, or from the use, of the Services;
  - 9.7.7 the use of any equipment (whether provided by Astro or otherwise) which does not guarantee reliability and signal strength quality; and
  - 9.7.8 any inconvenience caused to the Customer.
- 9.8 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. NOTICES AND CORRESPONDENCE.

- 10.1 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".
- 10.2 All correspondence and notices by Astro to the Customer will be: (i) 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 (ii) by email to the Customer's email address registered with Astro; or (iii) published on Astro's website; or (iv) in such other form or via such other medium as Astro may deem appropriate.
- 10.3 Notices sent in writing will be considered to be received upon hand delivery or upon the fifth business day after posting. Notices sent by email will be considered to be received upon electronic confirmation of the transmission of the email to the Customer's aforementioned email address.

## 11. 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.

## 12. 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 Agreement before the expiry of the cooling-off period set out in the Application Form.

## 13. GOVERNING LAW AND JURISDICTION.

The Agreement is governed by the laws of Malaysia. Any and all disputes arising directly or indirectly out of this Agreement shall be exclusively dealt with by the courts of Malaysia.

## TERMS & CONDITIONS FOR ASTROBIZ FIBRE PRODUCT OFFER

1. This AstroBiz Fibre Product Terms & Conditions is subject to the Customer General Terms and Conditions for Astro Services, contained in the Application Form (Customer General Terms and Conditions). Unless otherwise specified, capitalised terms used in this AstroBiz Fibre Product Offer Terms and Conditions shall have the same meaning ascribed to it in the Customer General Terms and Conditions. This AstroBiz Fibre Product Terms and Conditions shall be read in conjunction with the Customer General Terms and Conditions.
2. This AstroBiz Fibre Product Offer is valid from 29th April to 30th June 2024 ("Offer Period") and is subject to coverage availability.
3. AstroBiz Fibre Product means either one of the following as chosen by the Customer: (i) AstroBiz Fibre means the standalone broadband services offered by Astro; or (ii) Astro BizFibre Bundle Package means the Astro Services bundled together with Astro Fibre.



4. Existing Astro CE Customers and New Astro CE Customers signing up to AstroBiz Fibre Product will be required to maintain their subscription for a minimum 24 continuous months from the date of their account activation/upgrade to AstroBiz Fibre Product. The aforesaid contract period (commitment) will be auto renewed at the end of the contract period. If the Customer does not wish to renew his subscription, a thirty (30) days prior written notification should be provided by the AstroBiz Fibre Product Customer to Astro before the expiry of his existing contract period.
5. Existing Astro CE Customer (for upgrades) and New Astro CE Customers signing up to AstroBiz Fibre Product will be required to maintain their subscription to the Astro Service via this Product Offer for a minimum 24 continuous months from the date of their upgrade /account activation. The contract commitment will NOT be auto renewed at the end of contact period.
6. No installation fee for both Ulti and Ultra Box upon signing up to Astro Fibre Bundle.
7. Existing Astro CE customer is eligible for speed upgrade. Any downgrading of speed shall be subject to charges (as applicable).
8. All outstanding Astro bills must be settled prior to accepting this offer.
9. For non-Malaysian set up company, deposit will be imposed for New CE Astro customers. No charges for Existing CE Astro customer.
10. All prices described herein exclude Government Tax.
11. Early service termination before the expiry of the contract (24 months) will be subjected to an early cancellation fee.
12. No installation fee for standard installation of AstroBiz Fibre Product.
13. Non-standard installation of AstroBiz Fibre Product will be subjected to an additional installation fee.
14. Movement of existing Maxis customers to AstroBiz Fibre Product is subjected to Maxis terms and conditions.
15. Relocation or transfer of subscription to new address is subjected to a new 24 months recontract and a standard relocation fee applies respectively.
16. A maximum of 5 units of Mesh WiFi add-on subscription is allowed with AstroBiz Fibre Product.
17. Mesh WiFi add-on subscription is not tied to any device contract. Cancellation/termination of Mesh WiFi subscription is not subjected to any cancellation/termination fee.
18. Payment for the Mesh WiFi shall continue as long as it is in use by the Customer. All AstroBiz Fibre Product devices provisioned (Fibre Modem, WiFi Router and Mesh WiFi) must be returned to Astro upon service termination
19. In the event that any devices are damaged and could not be returned, a fee shall apply.
20. A fee shall also be imposed should a device is damaged/becomes faulty due to Customer's doing/negligence/omission.
21. Astro reserves the right to suspend or terminate the Customer's access to the AstroBiz Fibre Product at any time without notice to the CE Customer if payments are not received when due.
22. Notwithstanding the above, Astro may in its sole discretion and without any liability to the CE Customer terminate or discontinue the AstroBiz Fibre Product at any time for any reason whatsoever. Astro will use reasonable endeavours to notify the CE Customer of such termination.
23. For service improvement and troubleshooting purposes, Astro reserves the right to access remotely any of the equipment used by the CE Customers for collection of data on key CE performance indicators / WiFi Router performance / total service performance.
24. CE Customer is required to share BTU upon CE Customer subscription to 2 ISP at one point of time within the same premise.
25. CE Customer is required to provide the utilities bill if an address is not found for further checking.

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