

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

1. APPLICATION INFORMATION

New☐Existing☐

Subscriber Account No.

2. COMPANY INFORMATION

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

Company / Business Name

Registered Address

Town / City

Contact Person (Company)

Designation

Contact No. Office

Email Address

Company / Business Registration No.

Postcode (eg. 57000)

State

Mobile

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 Name

Location Address

Town / City

Contact Person (Outlet)

Designation

Contact No. Office

Email Address

Establishment Type

5 Star

3 Star

Budget

Service Apartment

Vessel

4 Star

2 Star

Hostel

Service Residence

Hospital / Healthcare

4. PACKAGE INFORMATION

CHANNEL SELECTION	VARIETY	TRAVEL & LIVING	SPORT & NEWS	MOVIES & MORE	BLOCKBUSTERS	BASE	TOTAL CHANNELS	PRICE (WITH SST)
<input type="checkbox"/> PREMIER	4	4	5	2	1	7	23	RM 55.00
<input type="checkbox"/> SUITE	4	3	4	1	1	7	20	RM 45.00
<input type="checkbox"/> SUPERIOR	4	2	3	1	0	7	17	RM 35.00
<input type="checkbox"/>								

System Setup

Individual Base

System Base

Decoder

Ultra

Ulti

Decoder Type

Regular (Satellite + Internet)

Unicast (Plug & Play Only)

Installation Type

Regular (Installer Install)

Unicast (Installer Install)

Unicast (Self Install)

Decoder Quantity

VARIETY

☐ 701 AXN HD

☐ 517 BLOOMBERG TV HD

☐ 811 ASTRO SUPERSPORT 1 HD

☐ 812 ASTRO SUPERSPORT 2 HD

TRAVEL & LIVING

☐ 512 BBC WORLD NEWS HD

☐ 553 DISCOVERY ASIA HD

☐ 552 DISCOVERY CHANNEL HD

☐ 707 TLC HD

☐ 708 FOOD NETWORK HD

☐ 709 ASIAN FOOD NETWORK HD

SPORT & NEWS

☐ 513 AL JAZEERA ENGLISH HD

☐ 518 ABC AUSTRALIA

☐ 501 ASTRO AWANI HD

☐ 502 BERNAMA NEWS CHANNEL HD

☐ 335 CCTV 4 HD

☐ 503 CGTN HD

☐ 515 CHANNEL NEWS ASIA HD

☐ 326 PHOENIX INFO NEWS HD

☐ 514 SKY NEWS HD\*

MOVIES & SERIES

☐ 706 HITS HD

☐ 108 ASTRO CITRA HD

☐ 307 ASTRO SHUANG XING HD

☐ 309 CELESTIAL MOVIES HD

☐ 305 TVB CLASSIC HD

☐ 319 TVB XING HE HD

☐ 203 ASTRO VELLITHIRAI HD

☐ 251 BOLLYONE HD

☐ 116 COLORS HINDI HD

☐ 222 COLORS TAMIL HD

ESPORTS & SPORTS

☐ 800 EGG HD

☐ 801 ASTRO ARENA HD

☐ 802 ASTRO ARENA 2 HD

☐ 813 ASTRO SUPERSPORT 3 HD

☐ 814 ASTRO SUPERSPORT 4 HD

☐ 815 ASTRO SUPERSPORT 5 HD

☐ 816 SPOTV HD

☐ 817 BEIN SPORTS 2 HD

☐ 818 BEIN SPORTS 1 HD

☐ 819 BEIN SPORTS 3 HD

☐ 820 EUROSPORT HD

☐ 821 WWE NETWORK HD

☐ 822 GOLF HD

DOCUMENTARY, LIFESTYLE & VARIETY

☐ 550 NAT GEO WILD HD

☐ 715 HGTV HD

☐ 126 ASTRO OASIS HD

☐ 125 ASTRO PRIMA HD

☐ 104 ASTRO RIA HD

☐ 107 ASTRO WARNA HD

☐ 306 ASTRO AEC HD

☐ 333 ASTRO HUA HEE DAI HD

☐ 308 ASTRO QUAN JIA HD

☐ 316 CTI ASIA HD

☐ 317 TVB ENTERTAINMENT NEWS HD

☐ 310 TVB JADE

☐ 320 TVBS ASIA HD

☐ 201 ASTRO VAANAVIL HD

☐ 202 ASTRO VINMEEN HD

☐ 398 NHK WORLD\*

☐ 392 KBS WORLD HD

☐ 393 ONE HD

☐ 395 TVN HD

KIDS

☐ 618 MOONBUG KIDS HD

☐ 611 ASTRO CERIA HD

☐ 304 ASTRO XIAO TAI YANG HD

☐ 213 CHUTTI TV

MOVIES & MORE

☐ 412 CINEMAX HD

☐ 714 CRIME + INVESTIGATION HD

DOCUMENTARY, LIFESTYLE & VARIETY

☐ 556 ANIMAL PLANET HD

☐ 554 BBC EARTH HD

☐ 717 BBC LIFESTLE HD

☐ 555 HISTORY HD

☐ 551 NATIONAL GEOGRAPHIC HD

☐ 716 DMAX HD

☐ 718 MTV ASIA HD

☐ 325 PHOENIX CHINESE CHANNEL HD

KIDS

☐ 619 BOOMERANG

☐ 616 NICKELODEON HD

☐ 617 NICKELODEON JUNIOR

\* Channel not available for Unicast Plug & Play decoder.

**BASE**

**FREE-TO-AIR**

101 TV1 HD

## 103 TV3

147	NTV7
148	8TV
149	TV9
114	TV ALHIJRAH HD

ASTRO EXCLUSIVE MUSIC\*

	862	OPUS
	865	JAZZ
	861	GOLD
	860	CLASSIC ROCK
	864	INDIA BEAT
	866	OSAI
	867	BAYU
	868	KENYALANG

## FM STATION\*

	852	HITZ FM
	854	LITE FM
	855	MIX FM
	856	ERA FM
	857	SINAR FM
	863	EGGAR FM
	876	ZAYAN FM
	853	MY FM
	858	MELODY FM
	877	GO XUAN FM
	859	RAAGA FM

ADD-ON CHANNEL		ADD-ON PRICE	QUANTITY
<input type="checkbox"/>	TRAVEL & LIVING ADD-ON	RM 10 x 2 CHANNELS	<input type="checkbox"/> CHANNELS
<input type="checkbox"/>	SPORT & NEWS ADD-ON	RM 10 x 2 CHANNELS	<input type="checkbox"/> CHANNELS
<input type="checkbox"/>	MOVIES & MORE ADD-ON	RM 10 x 1 CHANNEL	<input type="checkbox"/> CHANNELS
<input type="checkbox"/>	BLOCKBUSTERS ADD-ON	RM 15 x 1 CHANNEL	<input type="checkbox"/> CHANNELS
<input type="checkbox"/>	PREMIUM NEWS CNN ADD-ON	RM 20 x 1 CHANNEL	<input type="checkbox"/> CHANNELS

### Add-On Channel Details

### Additional Remarks

\* Channel not available for Unicast Plug & Play decoder.

## 5. BILLING INFORMATION

All payments should be made payable to **MEASAT Broadcast Network Systems Sdn. Bhd.**

1. Billing Frequency ☐ Monthly ☐ Quarterly ☐ Half Yearly ☐ Yearly

2. Billing Format ☐ Web Bill ☐ Paper Bill (RM10 per bill)

3. Billing Address ☐ Same as registered address ☐ Same as establishment address

## 6. AUTHORIZED PERSONNEL INFORMATION

I/we hereby authorize the following personnel(s) as the authorized transactor on behalf of the Company for any transaction or requests to ASTRO.

FULL NAME	IDENTITY CARD NO.	DESIGNATION	CONTACT NO.	EMAIL

## 7. DECLARATION & DOCUMENTATION

I/we hereby declare that I/we 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/we are aware, understand and agree to pay the stipulated security deposit based on the terms and conditions set for this subscription. I/we have read the terms and conditions as printed overleaf and agree to be bound by the same and any amendments made thereto. I/we agree to maintain and keep my/our Astro account active for the entire contract period from the date of activation of the services. Should I/we 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/we shall be liable to pay MBNS and agreed as per Clause 4(c) - subscription period. I/we 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.

Name \_\_\_\_\_

Designation

NRIC / Passport No.

Date (DD/MM/YY)

Authorized Signature

Company Stamp

### 8. FOR OFFICE USE ONLY

Sales Source      Sales       Dealer       Campaign Code

Sales Code 

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Sales Name

Dealer Code

Dealer Name

Signature / Stamp

Note: For Dealer Sales, please also fill in the respective Sales Information for processing purposes.

## 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 to the Services.

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

"Customer" means the entity/party, who owns and/or operates the Premises ("the Customer") whose offer to subscribe for Services therein has been accepted by Astro for the provision of the Services by Astro to such person and the installation of the Reception Equipment in accordance with these General Terms and Conditions to enable access to the Services.

"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 by Astro to the Customer in consideration of payment of Subscription Fees.

"Reception Equipment" means, collectively, the Astro authorised equipment listed overleaf which enables the Customer to gain access to and receive the Services.

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

"Smart/SIM Card" means the authorised card, containing a microchip, which, when inserted in the Astro authorised digital multimedia terminal permits 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 or opted for 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 the accuracy of the information to provide the Services at the designated address/location and the creditworthiness of the Customer.

2.1 Reception Equipment. The Customer shall receive the Services only using Reception Equipment which has been authorised by Astro. It is the Customer's responsibility to obtain the necessary Reception Equipment from an Astro authorised dealer and to ensure that the Reception Equipment is installed and maintained by an authorized Astro installer. The Smart/SIM Card shall be used only as part of the Reception Equipment in which it is installed.

Any other use of the Reception Equipment is prohibited, including the use of the Reception Equipment with unauthorised Smart/SIM Cards.

Unless otherwise stated in the Proposal Letter, ownership of the Reception Equipment remains with Astro, whilst the Smart/SIM Card which ownership remains with the relevant third-party manufacturer or supplier at all times. The Smart/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 address and location which the Customer has registered with Astro 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/SIM Cards.

a) Notwithstanding anything contained in the Agreement, the Customer shall not own the Smart/SIM Card and Reception Equipment. Title and all equitable and legal rights in the Smart/SIM Card, including all algorithms, software or other intellectual property embedded in the Smart/SIM Card shall vest in and remain with the relevant third-party manufacturer or supplier. If the Customer's Smart/SIM Card is lost or damaged, the Customer may obtain a replacement from Astro by paying RM80.00 or such other amount as may be determined by Astro from time to time. The Customer 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. If the Customer's authorized Reception Equipment is damaged, lost or stolen, the Customer should notify Astro promptly and repair and/or replaced the Reception Equipment.

b) Subject to clause 9 (Suspension or Termination) below, if 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 Smart/SIM Card and Reception Equipment whether formally demanded or not, within thirty (30) days from the date of termination by arranging for Astro to collect the Smart/SIM Card and Reception Equipment from the Customer. All charges that are incurred by Astro to enforce the retrieval of the Smart/SIM Card and Reception Equipment shall be borne by the Customer and charged to his Astro account should he fail to return the Smart/SIM Card within the prescribed period. A one-time dismantling and warehousing charge of RM110 and RM25 or such other amount as may be determined by Astro from time to time for each of the Reception Equipment shall also be borne by the Customer.

c) The Customer shall use and maintain 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 any way 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 the Premises (or the infrastructure of the Premises) is compliant with the prescribed installation and activation guidelines for the Reception Equipment and access to the Premises is obtained for the installation and activation of the Reception Equipment. If the Customer wishes to relocate/ transfer the 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 limitations in the existing infrastructure at the new address, in which case the Agreement will be terminated in accordance with clause 8 below.

### 3. USE OF SERVICES

Astro agrees to provide to the Customer the Services for the Customer's Premises, through the transmission of encrypted signals to the Customer's Premises at the address as stated overleaf as permitted by the terms and conditions of this Agreement. The Customer further agrees not to tune in and/or access the Service for areas including but not limited to the Premises' lobby, lounge, F&B area, office, gym or other common/public areas other than for the Premises' rooms/beds, the number of rooms/beds or at the address/es as registered by the Customer with Astro and/or channels subscribed herein, failing which, Astro reserves the right to charge the Customer the subscription fees applicable for actual Service used effective from the date of Activation of the Service, revoked any discounts or special terms which the Customer is currently offered. The Customer shall immediately notify Astro in writing should there be any changes to the number of rooms/beds subscribing to the Services.

Astro may request that their external auditors conduct an audit on the warranties and representations made by the Customer, which were the basis for certain terms and conditions in this Agreement. Such audit shall be at Astro's expense, including all incidental costs thereto. The Customer hereby agrees that in relation to such an audit, the Customer shall make available all relevant documentation pertaining thereto and render all assistance necessary to facilitate such audit. 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 further agrees and acknowledges that this Agreement permits reception of the Services only in Malaysia (including Malaysian waters) and that the Customer understands that reception outside Malaysia may constitute a violation of international copyright and other laws. Please be advised that theft, fraud, piracy or other unauthorized usages of the Services or Reception Equipment may subject the Customer to civil and criminal sanctions.

### SUBSCRIPTION PERIOD

The date of activation of the Service shall be the date of commencement of use of the Service after the installed Equipment has been tested and Service is activated ("Activation of the Service").

a) This Agreement shall commence on the date of Activation of the Service, regardless of the date of execution of this Agreement, and shall continue in full force and effect for a period of three (3) years or any other period as stated under "Contract Period (Months)" in the Application Form and thereafter, this Agreement shall be automatically renewed on every one (1) year on the same terms and conditions herein contained but subject to the then-current rates of the respective Astro channels and the Subscription Fees which shall be in accordance to the Programming Packages and the number of rooms/beds opted by the Customer and agreed between the Parties ("Term") unless either Party issues a written notice to the other Party at least sixty (60) days prior to the expiry of the then relevant period indicating that the Term shall not be renewed or unless earlier terminated by either Party in accordance with the provisions of Clause 4(c) below.

b) Downgrade of Service. The Customer shall not downgrade the Service as registered by the Customer with Astro and/or channels subscribed herein, failing which, Astro reserves the right to charge the Customer the subscription fees applicable for actual Service used effective from the date of Activation of the Service, revoked any discounts or special terms which the Customer is currently offered, subject to acceptance by Astro, the Customer shall issue a written notice to Astro at least sixty (60) days prior to the expiry of the then relevant period indicating that the Term shall be downgraded or unless earlier terminated by either Party in accordance with the provisions of Clause 4(c) below.

c) In the event of premature or early termination of this Agreement by the Customer, other than in accordance with Clause 4(a) and 4(b) above, or caused by the Customer, the Customer agrees to pay to Astro as liquidated damages, a total sum equivalent to the total Subscription Fee for the entire duration of the unexpired term of the current term, irrespective of the date of termination of this Agreement.

d) Security Deposit. Astro may at its discretion and at any time request a Security Deposit from the Customer. Prior to the activation of the Customer's account or as and when notified by Astro, the Customer is required to pay Astro a sum equivalent to two (2) months of the Subscription Fee, or such other amount as may be determined by Astro from time to time being security deposit for the full performance of the Customer of its obligations under this Agreement ("Security Deposit"). The Security Deposit may be refunded by Astro to the Customer free of interest upon the expiry of the current term, provided that the term is not renewed, or upon the expiry of the Extension Term.

Notwithstanding the above, Astro reserves to right to forfeit the Security Deposit in the following circumstances:

- Non-payment of Subscription Fees for two (2) months consecutively; or
- Termination of this Agreement by the Customer before the current term of three (3) years has expired; or
- Customer's breach of any of the terms and conditions herein.

### 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 the Customer's bank account by authorizing Astro to do so. 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, services/goods and services tax or any tax(es) imposed by the Government, 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 selection of Programming Packages at any time after the initial activation, the Customer may request a variation of its choice of channels by giving Astro one (1) month's prior written notice thereof and Astro may at its sole and absolute discretion approve such variation subject to such terms and conditions as it may determine.

In the event Astro approves of the Customer's channel variation request, the Customer undertakes and agrees to:

- maintain the varied channel(s) for at least one (1) month from the date of activation thereof;
- coincide the activation of the varied channel(s) with the Customer's current billing cycle; and
- pay Astro the revised Subscription Fees for the varied channel(s).

Overdue Payments. For every 30 days that the Customer account is overdue by an amount of more than RM10.00, Astro reserves the right to charge the Customer a late payment fee of RM10.00 to the Customer 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.

### 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, and (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 the 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/SIM 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 any time 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 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 subscription to the Service will constitute acceptance of the amendments.

### CREDIT CHECK

Customer agrees to grant consent:

- To Astro and its authorized officers to verify any credit information and conduct credit checks on the abovementioned Company/ Entity/ Business/ Applicant, its directors/ its shareholders/ owners/ partners/ guarantors/ individuals/ party providing securities ("security parties") with Credit Bureau Malaysia Sdn Bhd

- ii) To 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

8. CUSTOMER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

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

- it has the full right and power and is free to enter into and perform this Agreement;
- the information provided by the Customer to Astro is accurate and truthful;
- it has secured or shall secure all rights, permits, approvals and licenses required for the performance of its obligations under this Agreement;
- this Agreement, constitutes a valid and binding obligation on the Customer and will be enforceable in accordance with its terms;
- its execution and performance of this Agreement does not and will not contravene any provision of any law or agreement under which the Customer is bound;
- it has paid or shall pay all taxes, charges and fees legally required of itself relating to the Services and Reception Equipment and any other amounts due under this Agreement;
- it will not by any act or omission impair or prejudice any intellectual property rights relating to the Service or any part of it;
- the Premises which the Customer has registered with Astro are the Premises which the Customer will receive the Services. The Services will be used solely for the Customer's guest for private viewing at such rooms/beds of the Customer's Premises and the Services will not be displayed for areas including but not limited to the Premises' lobby, lounge, F&B area, office, gym, other common/public areas or commercial establishments other than for the Premises' rooms/beds where the address/es is registered by the Customer with Astro. The Customer will not resell the Services or impose any charge on others to view the Services, nor will the Customer 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 use the Reception Equipment in any way not authorized by this Agreement;
- the Customer will immediately notify Astro of any change in the information provided or communication made to Astro, as well as the discovery of any theft, piracy or other unauthorized usages of the Reception Equipment and/or Services (including usage of the Reception Equipment and/or Services outside Malaysia) or any fraud against Astro;
- the Customer consent to the use of any information provided by the Customer in the Subscription Form by Astro, its affiliates, or third parties to whom Astro may disclose the information for the purposes of its (i) business, (ii) finance or marketing operations and activities (including recovery of any sums outstanding of which any cost associate therein shall be borne by the Customer), or (iii) in compliance with any statutory or legal obligations imposed upon Astro by any relevant authorities;
- the Customer consent 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/SIM Card at any time at its sole and absolute discretion; and
- the Customer consent to the transfer/storage of any information provided by the Customer to Astro to its affiliates, or service providers of Astro or Astro's service providers located in countries outside Malaysia. This may happen where Astro servers or suppliers and service providers are based outside Malaysia or where the Customer uses Astro's website and/or Astro's Service from countries outside Malaysia. In these instances, Astro will take steps to ensure that the Customer's privacy rights are respected in accordance with the Astro's privacy policy which is available at [www.astro.com.my](http://www.astro.com.my). The Customer is eighteen (18) years of age or above and resides in Malaysia.
- the consent of any of its personnel or third parties (e.g., agents, contractors) whose personal data the Customer has provided and disclosed to Astro has been obtained to allow Astro to process the same for the purposes of delivering the Services.
- unless stated otherwise the Customer shall be responsible for the purchase and maintenance of the Reception Equipment and Astro will not be liable to the Customer in any circumstances relating to the Reception Equipment;
- 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/SIM Card at any time at its sole and absolute discretion;
- the Customer shall not resell or sublet or transfer or provide the Services and/or the Reception Equipment to anyone;
- if the Reception Equipment is provided and owned by Astro and if applicable, 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, lost or stolen Reception Equipment;
- if the Reception Equipment is provided and owned by Astro, 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;
- 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 Reception Equipment and/or Services or any part thereof.

9. 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 breach any of the representations and warranties made above or any other term of this Agreement or if the Customer fails to pay Astro or its authorised agents for the Reception Equipment purchased or use the Reception Equipment in a manner not permitted by this Agreement or determined inappropriate by Astro.

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. If the Customer has not breached this Agreement and Astro suspends or terminates the Customer 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.

This 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, become 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's liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

10. EXCLUSION OF ASTRO'S LIABILITY

Astro is neither responsible nor liable to the Customer for interruptions 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 licenses) 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. 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 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 an "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 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: -

- 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;
- any upgrading or modification to the Services as deemed necessary by Astro;
- any act, omission, error, default by Astro and/or Astro's related companies, its officers, employees and agents in relation to the Services;
- 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;
- any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Reception Equipment and/or the Services for any reason whatsoever;
- any loss, distortion or corruption of data arising out, or from the use, of the Services;
- the use of any equipment (whether provided by Astro or otherwise) which does not guarantee reliability and signal strength quality; and
- 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 one (1) month of the current Subscription Fees payable by the Customer to Astro.

11. NOTICES AND CORRESPONDENCE

Any communication or notice to Astro should be in writing to All Asia Broadcast Center, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur Malaysia marked for the attention of the "Director, Sales & Distribution, Astro Business 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 by email to the Customer's email address registered with Astro. Notices will be considered as 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 email address.

12. 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.

13. GOVERNING LAW

The Agreement is governed by the laws of Malaysia.

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