

Astro is a trademark of MEASAT Broadcast Network Systems Sdn Bhd (240064-A)

**PERSONAL DETAILS (PLEASE TICK OR FILL IN WHERE APPLICABLE)**

Mr  Mrs  Others \_\_\_\_\_  
(eg. Dr, Mdm, Tan Sri, Datuk)

**FULL NAME :** (AS IN MyKad/ PASSPORT) \_\_\_\_\_

**MyKad/ PASSPORT/ ID NO. :** \_\_\_\_\_ **ID TYPE :**  MyKad  Passport  Army ID  Navy ID  Police ID  Airforce ID

**PREFERRED LANGUAGE FOR WRITTEN COMMUNICATION :**  English  Bahasa Malaysia  Chinese  Tamil  Indian  Others/Expats (eg. Japanese, British, etc)

**ETHNIC GROUP :**  Malay  Chinese  Other Bumis (eg. Eurasian, Iban, Kadazan, etc) **GENDER :**  Male  Female

**MONTHLY HOUSEHOLD INCOME :**  <= RM2,000  RM2,001 to RM4,000  RM4,001 to RM8,000  RM8,001 to RM12,000  > RM12,000

**DATE OF BIRTH :** \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

**PROFESSION :**  Public Sector (Govt.) Employee  Skilled & Supervisory Staff  Housewife  Professional/Mgr/Exec  Business Owner  Manual & Industrial Worker  Retiree  Student/Unemployed

**WHO WILL LIKELY WATCH ASTRO IN YOUR HOUSEHOLD** \_\_\_\_\_ Spouse \_\_\_\_\_ Kid(s) <= 12 yrs old \_\_\_\_\_ Teen(s) 13-18 yrs old \_\_\_\_\_ Parent(s)/Parent(s)-In-law \_\_\_\_\_ Grandparent(s) \_\_\_\_\_ Sibling(s) \_\_\_\_\_ Relative(s) \_\_\_\_\_ Others \_\_\_\_\_

**TYPE OF DWELLING**  Bungalow  Semi-D  Terrace  Condo/Apartment  Shophouse  Flat  Hostel/Barracks/Staff Quarters

**SERVICE / PROGRAMME SELECTION (PLEASE TICK)**

**Super Pack Plus**

Super Pack Plus 1  
 Super Pack Plus 2  
 Super Pack Plus 3  
 Super Pack Plus 4  
 RM26.50 (GST incl.) saving for IPTV Super Pack Plus customers  
 Includes Listen, Read, Play and Astro Plus VOD

**A La Carte**

Family  Chuen Min  A-List  Sports  Movies  Dynasty

**Minis**

Variety  Learning  News  Kids  W/out Dyn  With Dyn

IndoPek  Mustika  Metro  WLT  Star Chinese

NewEmp.  Gold  Celestial  Golf  WWE Network  Astro Cricket  Setanta Rugby  Jade Pack

Maharaja  Chakravarthy  Korean Pack  Sports Lite Pack  ABO All Movies  BollyOne HD

AOTG + Catch Up TV  BabyTV  Sports Focus  ABO Thangathirai  ABO Tayangan Hbt

**Total**

RM \_\_\_\_\_

Price is inclusive of GST

**Super Pack**

Super Pack 1  Super Pack 2  Super Pack 3  Super Pack 4  RM26.50 (GST incl.) saving for IPTV SuperPack customers

**Choose 3 Minis**  
 Variety  Learning  News  Kids

**Value Packs**

Nilai Pack  Namma Pack  Wah Pack (includes Wah Lai Toi)  Value Pack 4  Value Pack 5

**Value Pack Add On**  Movies  Sports  Variety  Learning  News  Kids

**Choice of Minis**

Please note that there is a minimum six (6) months subscription commitment period for Value Packs. Any early termination or downgrading to a lower pack with result in the customer having to pay an agreed fee of RM127.20 (GST incl.) on a pro-rated basis. The pro-rated fee charge will be reflected in the Customer's Astro bill. Terms & Conditions for Astro Packages & Services also apply at www.astro.com.my

**MAXIS HOME FIBRE INTERNET (PLEASE TICK)**

10 Mbps  20 Mbps  30 Mbps  Existing Maxis Home Fibre Internet Customer

**OPTIONAL**

Maxis Home Voice Service (RM21.20 (GST incl.) Monthly Fee)

**PREFERRED METHOD OF PAYMENT (PLEASE TICK OR FILL IN WHERE APPLICABLE)**

Your statement of account will be mailed to you after your service has been activated. All payments should be made payable to MEASAT Broadcast Network Systems Sdn Bhd.

**1. CREDIT / DEBIT / CHARGE CARD :**  Visa  MasterCard  Amex  Diners **CREDIT CARD NUMBER :** \_\_\_\_\_

**2. BILLING FREQUENCY :**  Monthly  Quarterly  Half Yearly  Yearly **CARD EXPIRY :** \_\_\_\_\_ Month \_\_\_\_\_ Year

**ISSUING BANK :** \_\_\_\_\_

Note: Only local Credit/Debit/Charge card is accepted.

**ADDRESSES (PLEASE FILL IN WHERE APPLICABLE)**

**INSTALLATION ADDRESS (MUST BE WITHIN MALAYSIA) :**

HOUSE/LOT OR UNIT NO.-  
BLOCK-FLOOR : \_\_\_\_\_

BLOCK/BUILDING NAME : \_\_\_\_\_  
(eg. ARENA GREEN CONDOMINIUM)

STREET NAME : \_\_\_\_\_  
(eg. JLN MEWAH RIA 2/1)

AREA : \_\_\_\_\_  
(eg. TMN DESA INDAH)

CITY/TOWN : \_\_\_\_\_  
(eg. IPOH, SHAH ALAM)

STATE : \_\_\_\_\_

TELEPHONE : \_\_\_\_\_  
(eg. 03-22236688, 088-336688)

HOME \_\_\_\_\_ - \_\_\_\_\_

OFFICE \_\_\_\_\_ - \_\_\_\_\_ EXT : \_\_\_\_\_

HANDPHONE \_\_\_\_\_ - \_\_\_\_\_

POSTCODE : \_\_\_\_\_

**BILLING/MAILING ADDRESS : PLEASE TICK IF DIFFERENT FROM INSTALLATION ADDRESS**

HOUSE/LOT OR UNIT NO.-  
BLOCK-FLOOR : \_\_\_\_\_  
(eg. PO BOX 123)

BLOCK/BUILDING NAME : \_\_\_\_\_  
(eg. BUNGA RAYA CONDOMINIUM)

STREET NAME : \_\_\_\_\_  
(eg. JLN DUTAMAS)

AREA : \_\_\_\_\_  
(eg. TMN MALURI)

CITY/TOWN : \_\_\_\_\_  
(eg. KUALA LUMPUR)

STATE : \_\_\_\_\_

POSTCODE : \_\_\_\_\_

e-Billing\* via EMAIL \*e-Billing via Web is available through [www.astro.com.my](http://www.astro.com.my)

**ALTERNATIVE CONTACT DETAILS**

NAME OF FAMILY MEMBER/  
FRIEND : \_\_\_\_\_

TELEPHONE : \_\_\_\_\_

HOME \_\_\_\_\_ - \_\_\_\_\_

OFFICE \_\_\_\_\_ - \_\_\_\_\_ EXT : \_\_\_\_\_

HANDPHONE \_\_\_\_\_ - \_\_\_\_\_

**MODES OF COMMUNICATION & BILLING (PLEASE TICK)**

Astro and Maxis may send to me marketing and/or advertising materials relating to any of Astro's or Maxis' or its business partners' products or services via the following modes except for those that I have ticked (✓).

- Telemarketing  Direct Mail Pack/Letter  Statement Inserts/Leaflet  SMS  Email

I acknowledge and agree that by providing an email address herewith, I will be automatically subscribed to the Astro e-Billing service where my bill statements for my Astro subscription will only be sent to the provided email address.

**OFFER TO SUBSCRIBE (For subscription having a value of below RM300 monthly)**

I hereby certify that all of the information that I have given in this Application Form is true and accurate and that I have read, understood and agreed to the terms of the Privacy Notice on the reverse of this Application Form and consent to the processing of my Personal Data as described in the Privacy Notice. I hereby offer to subscribe for the Services Package provided by MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A) ("Astro") and Maxis Broadband Sdn Bhd (Company Number 234053-D) ("Maxis") in accordance with the Customer General Terms and Conditions for Astro Beyond IPTV with Maxis Home Fibre Internet Service ("General Terms and Conditions") and all other terms & conditions printed and/or attached hereto and any amendments made thereto. Acceptance of this offer shall be at the absolute discretion of Astro and Maxis. Unless the context otherwise requires, terms defined in the General Terms and Conditions shall have the same meanings when used here.

Applicant's Signature \_\_\_\_\_

Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

**OFFER TO SUBSCRIBE (For subscription having a value of RM300 or more monthly)**

I hereby certify that all of the information that I have given in this Application Form is true and accurate and that I have read, understood and agreed to the terms of the Privacy Notice on the reverse of this Application Form and consent to the processing of my Personal Data as described in the Privacy Notice. I hereby offer to subscribe for the Services Package provided by MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A) ("Astro") and Maxis Broadband Sdn Bhd (Company Number 234053-D) ("Maxis") in accordance with the Customer General Terms and Conditions for Astro Beyond IPTV with Maxis Home Fibre Internet Service ("General Terms and Conditions") and all other terms & conditions printed and/or attached hereto and any amendments made thereto. Acceptance of this offer shall be at the absolute discretion of Astro and Maxis. Unless the context otherwise requires, terms defined in the General Terms and Conditions shall have the same meanings when used here.

**THE CONTRACT BASED ON THE ACCOMPANYING TERMS AND CONDITIONS IS SUBJECT TO A COOLING-OFF PERIOD OF TEN (10) WORKING DAYS\***

Applicant's Signature \_\_\_\_\_

\* Applies only to applications for subscriptions having a value of RM300 or more monthly

Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

**NOTICE UNDER SECTION 25(2) OF THE DIRECT SALES AND ANTI-PYRAMID SCHEME ACT 1993**

I hereby notify MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A) ("Astro") and Maxis Broadband Sdn Bhd (Company Number 234053-D) ("Maxis") pursuant to Section 25(2) of the Direct Sales and Anti-Pyramid Scheme Act 1993 that I require Astro and Maxis to deliver or provide the Provider Equipment and Services Package prior to the expiry of the Cooling Off Period as specified in my Application Form for the Services Package. Unless the context otherwise requires, terms defined in this notification shall have the same meanings as per the General Terms and Conditions.

Applicant's Signature \_\_\_\_\_

Name: \_\_\_\_\_ NRIC: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

RETAILER CODE : \_\_\_\_\_ CAMPAIGN CODE : \_\_\_\_\_ SALES REP CODE : \_\_\_\_\_

PROMO CODE : \_\_\_\_\_

INSTALLER CODE : \_\_\_\_\_ DMT# : \_\_\_\_\_ SC# : \_\_\_\_\_

SDS (Stacker De-stacker)  SAT CR

REMARKS : \_\_\_\_\_  
Stamp to be affixed on Memorandum of Stamping

**IMPORTANT NOTES (MUST READ) Please read & tick:**

I understand that:

- The Astro B.yond IPTV with Maxis Home Fibre Internet service is subject to the Customer General Terms and Conditions for Astro B.yond IPTV Service contained in the Registration Form as attached.
- The Astro B.yond IPTV with Maxis Home Fibre Internet service is subject to a 24-month contract period commencing from the date of activation of the service.
- Cancellation within the contract period is subject to RM106 (GST incl.) per month for every remaining month of the contract.
- TVi (Channel 180) is not available under this service.
- I am required to pay all outstanding amounts on my current Astro and Maxis Home Fibre Internet bills.
- I am required to install and activate the service within the next 14 days and will be contactable for creation of order and scheduling purposes.
- There is a charge of RM212 (GST incl.) if I change/cancel my appointment within 3 days of the original appointment.
- I am responsible for providing the TV and 4-socket extension cord to complete the installation. For the Home Voice service, I am responsible for procuring my own DECT phone.
- Minimal drilling is required for Fibre Internet installation at my premise for standard installation. Non-standard installation charges may be applicable.
- For landed properties on the TM HSBB network, installation will consist of B.yond PVR decoder, residential gateway, BTU/ONT and Astro satellite dish.
- The devices provided for the service may be changed, substituted or modified without prior notice.
- Multiroom service is available (subject to technical limitations) at a flat fee of RM53 (GST incl.) per month. Each Fibre Internet subscription allows up to a maximum of 2 set-top boxes in each household. Please refer to www.astro.com.my/iptv for the full terms and conditions of the Multiroom service.

**Tick ONLY one box**

- A) I wish to switch from Maxis Home Fibre Internet package and will sign the form consenting to the termination of the Maxis Home Fibre Internet package.
- B) I wish to switch from another service provider operating on the TM HSBB network (Unifi, P1 etc). To ensure that I have uninterrupted internet service, I will not terminate the service before the Astro B.yond IPTV with Maxis Home Fibre Internet service is activated. I am responsible for all charges imposed by the service provider including if I cancel within their minimum contract period.
- Request to relocate within 6 months upon of service activation will be subjected to a RM530 (GST incl.) relocation fee.
- A deposit of RM500 is payable by non-Malaysia subscribers.
- To pay a security deposit in the amount as determined (“Security Deposit”).
- To avoid the activation charge of RM318 (GST incl.), I can choose to pay by Auto-Debit or advanced payment for 6 or 12 months. Auto-Debit sign up can be made on this form or by calling the Astro IPTV hotline on 03-95431543 within the first three (3) months of service.
- All auto-debit customers will be on e-billing by default

**Applicable For TENANTS only**

I agree to provide my Landlord’s information and a photocopy of my electricity bill with the Landlord’s name.

Landlord’s Details:

Name:

Email:

Contact Number:

Alternate Contact Number:

**PLEASE TICK 1 OR 2**

1. EXISTING Astro subscriber’s documents:
  - Fill in credit card details only (if Auto Debit)
2. NEW subscriber’s documents (Foreigner):
  - Fill in credit card details (if Auto Debit)
  - I.C./Passport/Immigration Card

Signature:

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Name:

NRIC/Passport:  Date:

## NOTIS PRIVASI

Akta Perlindungan Data Peribadi 2010 telah diperkenalkan oleh pihak Kerajaan untuk mengawal selia pemrosesan data dalam transaksi komersial. Akta ini, yang merangkumi semua syarikat-syarikat dan firma-firma yang ditubuhkan di Malaysia, mewajibkan kami memaklumkan anda berkenaan hak-hak anda berkaitan data peribadi anda yang sedang diproses atau yang akan dikumpulkan dan yang akan diproses oleh pihak kami serta maksud-maksud bagi pemrosesan data tersebut. Astro Malaysia Holdings Berhad (932533-V), beserta anak-anak syarikat, perbadanan-perbadanan berkaitan dan syarikat-syarikat bersekutu (secara keseluruhan, "Kumpulan Astro Malaysia", dan apa-apa rujukan kepada "Astro" atau "kami" di dalam Notis Privasi ini akan merangkumi mana-mana ahli Kumpulan Astro Malaysia) berkesungguhan terhadap pengawalan data peribadi anda. Notis Privasi ini menjelaskan bagaimana Kumpulan Astro Malaysia mengumpulkan dan memproses data peribadi anda selaras dengan Akta berkenaan. Data peribadi dan maklumat selainnya (secara keseluruhan, "Data Peribadi") yang anda berikan atau telah berikan bagi penggunaan laman-laman web Astro dan, jika relevan, untuk penggunaan, atau langganan, atau pembelian, perkhidmatan dan/atau produk Astro, termasuk apa-apa maklumat tambahan yang mungkin anda berikan kemudian, bakal digunakan dan diproses oleh pihak kami bagi maksud-maksud berikut:-

- untuk mempertimbangkan dan memproses permintaan anda terhadap produk-produk dan/atau perkhidmatan-perkhidmatan kami;
- untuk memastikan identiti dan latarbelakang anda;
- mempertimbangkan permohonan anda untuk mendaftar bagi penggunaan laman-laman web Astro;
- mempertimbangkan permohonan langganan anda;
- untuk berhubung dengan anda;
- untuk memberi khidmat kepada anda;
- untuk memproses transaksi-transaksi pembayaran;
- untuk menjawab pertanyaan-pertanyaan anda;
- untuk mentadbir penyertaan anda di dalam pertandingan-pertandingan;
- untuk melaksanakan kegiatan-kegiatan dalaman;
- penyiasatan dalaman, pematuhan, audit atau tujuan-tujuan keselamatan termasuk, tanpa had, pengesanan jenayah penghindaran jenayah dan pendakwaan;
- tinjauan pasaran dan analisis kecenderungan;
- untuk memberi anda maklumat tentang produk-produk dan perkhidmatan-perkhidmatan Kumpulan Astro Malaysia;
- untuk memberi anda maklumat tentang produk-produk dan perkhidmatan-perkhidmatan rakan-rakan perniagaan kami;
- kegiatan-kegiatan perniagaan Kumpulan Astro Malaysia selainnya yang sah;
- maksud-maksud selainnya seperti yang termaktub di dalam Terma-Terma Penggunaan laman-laman web Astro; dan/atau
- jika relevan, maksud-maksud selainnya seperti yang termaktub di dalam Terma-Terma dan Syarat-Syarat Am dan, jika terpakai, Terma-Terma dan Syarat-Syarat Kempen.

(secara keseluruhan, "Maksud-Maksud")

Seterusnya, sila maklum bahawa sekiranya diperlukan bagi mana-mana Maksud-Maksud yang dinyatakan di atas, Data Peribadi anda mungkin dihantar ke lokasi-lokasi di luar Malaysia atau dizahirkan kepada mana-mana ahli Kumpulan Astro Malaysia, pemegang lesen, rakan perniagaan dan/atau pemberi khidmat, yang mungkin berada di dalam atau luar Malaysia. Selain dari yang dinyatakan di sini, Data Peribadi anda tidak akan, dengan sedarinya, dipindahkan ke mana-mana tempat di luar Malaysia atau dizahirkan ke mana-mana pihak ketiga.

Kumpulan Astro Malaysia menyimpan Data Peribadi anda di dalam rekod perniagaan kami selagi anda seorang pengguna laman-laman web Astro dan/atau seorang pelanggan atau pengguna apa-apa produk dan/atau perkhidmatan Astro. Kami juga menyimpan Data Peribadi anda untuk jangkamasa tertentu selepas anda tidak lagi seorang pengguna laman-laman web Astro dan/atau seorang pelanggan atau pengguna apa-apa produk dan/atau perkhidmatan Astro sekiranya Data Peribadi berkenaan diperlukan untuk Maksud-Maksud Data Peribadi berkenaan dikumpul dan/atau bagi memenuhi kehendak undang-undang.

Untuk memproses Data Peribadi anda, persetujuan anda diperlukan. Di dalam kebanyakan situasi, adalah menjadi keperluan bagi kami untuk memproses Data Peribadi anda untuk menyediakan perkhidmatan yang diminta oleh anda. Walau bagaimanapun, sekiranya anda ingin mengadakan pemrosesan Data Peribadi anda, anda boleh berbuat demikian seperti yang dinyatakan di dalam perenggan di bawah. Sehubungan dengan pemasaran langsung, anda boleh meminta secara notis bertulis (seperti yang diperuntukkan di dalam perenggan seterusnya) agar kami tidak memproses Data Peribadi anda bagi mana-mana maksud-maksud berikut: (i) pengiklanan atau pemasaran menerusi telefon produk atau perkhidmatan ahli Kumpulan Astro Malaysia yang berkenaan atau rakan-rakan perniagaan kami, (ii) mengirimi kepada anda menerusi pos bahan pengiklanan atau pemasaran ahli Kumpulan Astro Malaysia yang berkenaan atau rakan-rakan perniagaan kami, (iii) menghantar menerusi emel atau sistem pesanan ringkas (SMS) bahan pengiklanan atau pemasaran ahli Kumpulan Astro Malaysia yang berkenaan atau rakan-rakan perniagaan kami; atau (iv) berkomunikasi dengan anda menerusi apa cara sekali pun apa-apa bahan pengiklanan atau pemasaran ahli Kumpulan Astro Malaysia yang berkenaan atau rakan-rakan perniagaan kami.

Anda boleh pada bila-bila masa selepas ini mengemukakan pertanyaan, aduan dan tertakluk kepada pembayaran fi yang ditetapkan, meminta secara bertulis, akses kepada, dan pembetulan terhadap, Data Peribadi anda atau mengadakan pemrosesan Data Peribadi anda seperti yang dinyatakan di dalam perenggan di atas dengan menghantar permintaan berkenaan kepada Pegawai Perlindungan Data Peribadi menerusi pos berdaftar atau (sekiranya anda seorang pelanggan perkhidmatan TV berbayar Astro) emel (yang perlu dikirinkan daripada alamat emel yang telah didaftarkan dengan Measat Broadcast Network Systems Sdn Bhd) seperti yang dinyatakan di bawah:

Alamat pos: Pegawai Perlindungan Data Peribadi  
Kumpulan Astro Malaysia  
Peti Surat 10148  
50710 Kuala Lumpur

Alamat emel: pdpo@astro.com.my  
No. telefon: 03 9543 3838

Jika anda seorang bekas pelanggan atau bekas pengguna apa-apa produk dan/atau perkhidmatan kami, harap maklum bahawa kami akan terus memproses Data Peribadi anda sebagaimana dinyatakan di dalam Notis Privasi ini melainkan jika kami menerima bantahan anda. Anda boleh melaksanakan hak-hak anda berkenaan dengan Data Peribadi anda sepertimana dinyatakan di atas.

Notis Privasi ini mungkin dipinda pada bila-bila masa dan dari semasa ke semasa. Sebarang pindaan akan dinyatakan di dalam laman-laman web Astro atau menerusi kaedah lain yang kami anggap sesuai. Penggunaan berterusan apa-apa produk dan/atau perkhidmatan kami atau laman-laman web Astro akan dianggap sebagai persetujuan anda terhadap pindaan tersebut.

## PRIVACY NOTICE

The Personal Data Protection Act 2010 was introduced by the Government to regulate the processing of personal data in commercial transactions. The Act, which applies to all companies and firms that are established in Malaysia, requires us to inform you of your rights in respect of your personal data that is being processed or that is to be collected and further processed by us and the purposes for the data

processing. Astro Malaysia Holdings Berhad (932533-V) ("AMHB"), together with its subsidiaries, affiliates and related corporations (collectively, "Astro Malaysia Group"), and any reference to "Astro", "we", "us" or "our" in this Privacy Notice shall include any member of the Astro Malaysia Group) is committed to the protection of your personal data. This Privacy Notice explains how the Astro Malaysia Group collects and processes your personal data in accordance with the Act. The personal data and other information (collectively, "Personal Data") which you provide or have provided for the use of the Astro websites and, if relevant, for the use of, or subscription to, or purchase of Astro services and/or products, including any additional information you may subsequently provide, may be used and processed by us for the following purposes:-

- to assess and process your request for our products and/or services;
- to establish your identity and background;
- assessing your application to register for the use of the Astro websites;
- assessing your application for subscription;
- to communicate with you;
- to provide services to you;
- to process your payment transactions;
- to respond to your inquiries;
- to administer your participation in contests;
- to conduct internal activities;
- internal investigations, compliance, audit or security purposes including, without limitation, crime detection, prevention and prosecution;
- market surveys and trend analysis;
- to provide you with information on products and services of Astro Malaysia Group ;
- to provide you with information on products and services of our business partners;
- other legitimate business activities of Astro Malaysia Group ;
- such other purposes as set out in the Astro websites Terms of Use; and/or
- if relevant, such other purposes as set out in the General Terms and Conditions and, if applicable, Campaign Terms and Conditions. (collectively "Purposes")

Further, please be informed that if required for any of the foregoing Purposes, your Personal Data may be transferred to locations outside Malaysia or disclosed to any member of the Astro Malaysia Group, licensees, business partners and/or service providers, who may be located within or outside Malaysia. Save for the foregoing, your Personal Data will not be knowingly transferred to any place outside Malaysia or be knowingly disclosed to any third party.

The Astro Malaysia Group maintains your Personal Data in our business records while you remain a subscriber, customer or user of any of our products and/or services or a user of the Astro websites. We also maintain your Personal Data for a period of time after you are no longer a subscriber, customer or user of any of our products and/or services or a user of the Astro websites if the Personal Data is necessary for the Purposes for which the Personal Data was collected or to fulfil legal requirements.

In order to process your Personal Data, your consent is required. In most instances, it is necessary for us to process your Personal Data in order to provide the service that you had requested for. However, you may limit the processing of your Personal Data in the manner described in the paragraph below.

In relation to direct marketing, you may request by written notice (in accordance with the following paragraph) that we do not process your Personal Data for any of the following purposes: (i) advertising or marketing via phone any product or service of the relevant member of the Astro Malaysia Group or our business partners, (ii) sending to you via post any advertising or marketing material relating to any product or service of the relevant member of the Astro Malaysia Group or our business partners; (iii) sending to you via email or SMS any advertising or marketing material relating to any product or service of the relevant member of the Astro Malaysia Group or our business partners, or (iv) communicating to you by whatever means any advertising or marketing material of the relevant member of the Astro Malaysia Group or our business partners.

You may at any time hereafter make inquiries, complaints and, upon payment of a prescribed fee, request in writing for access to, or correction of, your Personal Data or limit the processing of your Personal Data (as described above) by submitting such request to the Personal Data Protection Officer via registered post or (if you are a subscriber to Astro Pay-TV services) email (which must be sent from the email address registered with Measat Broadcast Network Services Sdn Bhd) as set out below:

Postal address: Personal Data Protection Officer  
Astro Malaysia Group  
Peti Surat 10148  
50710 Kuala Lumpur

Email address: pdpo@astro.com.my  
Telephone number: 03 9543 3838

If you are a past subscriber, customer or user of any of our products and/or services, kindly be informed that we will continue to process your Personal Data in accordance with this Privacy Notice unless we hear otherwise from you. You may exercise your rights in respect of your Personal Data in the manner described above. This Privacy Notice may be amended at any time from time to time. Any amendment to this Privacy Notice shall be published on the Astro websites or by other means as we deem fit. Your continued usage of any of our products and/or services or of the Astro websites shall be deemed to be your agreement to the said amendment of this Privacy Notice.

## Customer General Terms and Conditions for Astro Beyond IPTV with Maxis Home Fibre Internet Service

### 1 Customer General Terms and Conditions

#### 1.1 Overview

(a) These Customer General Terms and Conditions, including any schedules, annexures or other documents incorporated by reference apply to: (i) the provision by Maxis to Customers of Maxis Services in so far as they form part of the Services Package; and (ii) the provision by Astro to Customers of the Astro Services in so far as they form part of the Services Package. (b) For the avoidance of doubt, two (2) contracts are created upon the acceptance by the Service Provider of the Customer's offer to subscribe to the Services Package, namely: (i) one contract between Astro and the Customer in respect of the provision of the Astro Services to the Customer; and (ii) one contract between Maxis and the Customer in respect of the provision of the Maxis Services to the Customer. (c) Provider Equipment always remains the property of the Service Provider that makes that Provider Equipment available. The Customer must not alter or adapt Provider Equipment in any way, except as the Service Provider may expressly authorise. Provider Equipment must be used by the Customer only with the Services Packages and returned upon request of the Service Provider.

#### 1.2 General Terms and Conditions and Campaign Terms and Conditions

(a) These General Terms and Conditions regulate the use of, and access to, the Services Package and Provider Equipment provided by a Service Provider. (b) In addition to these General Terms and Conditions, the Customer acknowledges and agrees that the terms and conditions in the following documents shall also apply to the Customer's use of, and access to, the Service Package and Provider Equipment that the Customer shall comply with the referenced terms and conditions: (i) Maxis



Service Terms and Conditions as applicable to the Maxis Home Fibre Internet Service or value added services as may be subscribed by the Customer at <http://maxis.com.my/tnc> which includes the following terms and conditions: (aa) Maxis Fair Usage Policy; (bb) Maxis Broadband Terms and Conditions; (cc) Maxis Home Terms and Conditions; (dd) Maxis Privacy Statement; and (ee) General Terms and Conditions, (collectively "Maxis Customer Terms"). (ii) Astro General Terms and Conditions as applicable to the Astro Services as may be subscribed by the Customer ([www.astro.com.my/portal/subscriber-terms-conditions-2](http://www.astro.com.my/portal/subscriber-terms-conditions-2)); and (iii) Privacy Notice ([www.astro.com.my/portal/privacy-policy-2](http://www.astro.com.my/portal/privacy-policy-2)) (collectively "Astro Customer Terms"). (c) If a Customer has subscribed to the Services Package via special campaigns or promotions, the terms and conditions of the special campaigns or promotions, including any schedules, annexures or other documents incorporated by reference ("Campaign Terms and Conditions") are to be read together with these General Terms and Conditions and shall be construed as being part of the Maxis Customer Terms or, as the case may be, Astro Customer Terms. (d) These General Terms and Conditions, the Campaign Terms and Conditions and the Maxis Customer Terms may each be updated or adapted from time to time at the discretion of the Service Provider. The prevailing terms and conditions as updated on the Service Provider's website shall apply and supersede any and all previous versions, including in these General Terms and Conditions, the Campaign Terms and Conditions or the Maxis Customer Terms. (e) The Customer is responsible to regularly review information relating to the Services Package posted on the Service Provider's official website, which may include changes to these General Terms and Conditions. The Customer's continued use of the Services Package after the effective date of any change to these General Terms and Conditions shall constitute irrevocable and unconditional acceptance of such changes by the Customer and the Customer shall be bound by the same. The Service Provider shall not be liable for any loss, damages, costs, expenses or inconvenience to the Customer resulting therefrom. If the Customer does not accept such changes, the Customer shall be entitled to terminate these General Terms and Conditions by giving written notice to the Service Provider prior to the effective date of such changes. (f) In the event of any inconsistency between the Campaign Terms and Conditions, these General Terms and Conditions, and the Maxis Customer Terms, such inconsistency shall be resolved by giving precedence in the following order in respect of the Maxis Fibre Internet Service: the Maxis Customer Terms, the Campaign Terms and Conditions and these General Terms and Conditions. (g) A potential Customer's offer to subscribe, as set out in the Application Form, shall be based on these General Terms and Conditions and, if applicable, the relevant Campaign Terms and Conditions. A Customer agreement is constituted if the offer to subscribe is accepted by the Service Provider. Acceptance of such offer to subscribe occurs, in the case of the contract between Maxis and the Customer, when the Service Provider approves the Application Form for the Services Package and, in the case of the contract between Astro and the Customer, when the Service Provider installs the Provider Equipment at the Designate Address of the Customer and the Services Package is made ready and available and activated for the Customer by the Service Provider.

## 2 Agency disclosure statement

### 2.1 General

(a) The Services Package comprises products and services provided by each of Astro and Maxis as expressly included in the Services Package. (b) The Services Package is marketed and sold to Customers by Astro as Maxis' authorised agent, and by Maxis as Astro's authorised agent. (c) The Astro Services are provided to the Customer by Astro as principal in its own right. (d) Astro provides the Astro Services to Customers using the Maxis Services. (e) The Maxis Fibre Internet Service, included in the Services Package, is provided directly to Customers by Maxis as principal but through Astro as authorised agent of Maxis and value added Customer support and Customer service provider, including as billing and collections provider in respect of Maxis Customers.

### 2.2 Customer enquiries

Customer enquiries and claims regarding provision of the Services Packages, including provision of the Astro Services and Maxis Services, Provider Equipment, or the terms and conditions of this General Terms and Conditions, are to be directed to: Astro IPTV Contact Center at 03-95431543.

## 3 Definitions and interpretation

### 3.1 Definitions

The following words have the below mentioned meanings, unless the contrary intention appears: Activation Date means the date on which the Services Package is made ready and available and is activated for the Customer by the Service Provider. Affiliate means a legal entity that is majority owned or otherwise controlled by Maxis or Astro, or that majority owns or otherwise controls Maxis or Astro, or which is under the control of, or is majority owned by, a third party that also controls or majority owns Maxis or Astro except that, in the case of Astro, Astro Overseas Limited (incorporated in Bermuda) shall not be considered an Affiliate of Astro for the purposes of these General Terms and Conditions and any Campaign Terms and Conditions. Application Form means the Customer's duly completed application to subscribe to the applicable Services Package. Astro means Measat Broadcast Network Systems Sdn Bhd (240064-A), a company duly incorporated in Malaysia and having its registered office at 3rd Floor, Administration Building, All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur, including its successors and assigns. Astro Direct-to-Home ("DTH") Service means Astro's video content, radio and other multimedia services delivered direct to the home by satellite or other wireless delivery, whether on a free, paid, subscription or other basis, provided by Astro under the brands or trade names of "ASTRO", "ASTRO B.YOND", "ASTRO BEYOND", "NJOI" or such other brands or trade names as Astro may designate from time to time. Astro IPTV Service means the IPTV and associated Internet stream based subscription television service provided by Astro to Customers at their Designated Address with IPTV capable broadband connectivity and accessed through an Astro STB. Astro On the Go Service means the Astro service provided as an add-on service to subscribers of the Astro DTH Service or the Astro IPTV Service, and which delivers television and other content over the Internet on a multi-screen basis to authorised Internet access devices such as Astro STBs with connected Internet or broadband connections, personal computers, tablets and smart phones. Astro Select for Maxis means a special multi-genre content service made available by Astro exclusively to Customers. Astro Services means Astro's audio-visual content, radio and other content services forming part of the Services Package including: (a) Astro's DTH Service; (b) Astro's IPTV Service; (c) the Astro On the Go Service; (d) the Astro Select for Maxis Service; and (e) any other television content (including linear channels, SVOD and TVOD) services as made available by Astro from time to time; (f) any other television content (including linear channels, SVOD and TVOD) services provided as 'on the go' and 'catch up' style services as made available by Astro from time to time; and (g) other services which Astro may provide, if so agreed between Astro and the Customer from time to time. Astro STB means any set top box or replacement consumer device made available by Astro or its Affiliates from time to time to receive any of Astro's Services. Charges means all sums payable by the Customer to the Service Provider for the provision of the Services Package, including (without limitation) the Subscription Fee and any other fees and charges. Content means any content, including, without limitation, audiovisual or television programming, irrespective of duration, such as feature films, television programmes and other television series, music videos and channels of such programming. Customer means the person

named in the Application Form whose offer to subscribe to the Services Package has been accepted by the installation of the Provider Equipment and activation of the Services Package in accordance with these General Terms and Conditions and, if applicable, the relevant Campaign Terms and Conditions. Customer Equipment means the equipment, software and all facilities to be procured, installed and maintained by the Customer at the Customer's Designated Address in order to use the Services Package, including without limitation, cabling and wiring which is connected to the Maxis Network as well as the horizontal cabling from the Customer's Designated Address to the Maxis Network. Customer Information means any information provided by the Customer to the Service Provider including in the Application Form as part of the application process. Designated Address means the Customer's installation address for the Services Packages as stated in the Application Form. EHDD means external hard disk drive. General Terms and Conditions means these terms and conditions between the Service Provider and the Customer constituted upon the acceptance by the Service Provider of the Customer's offer to subscribe to the Services Package based on these terms and conditions and, if applicable, the relevant Campaign Terms and Conditions. Internet means a global network of interconnected computer networks, each using the Transmission Control Protocol, Internet Protocol, and/or such other standard network connection protocols as may be adopted from time to time, which is used to transmit content that is directly or indirectly delivered for display to an end user whether such content is delivered through on-line browsers, off-line browsers or through "push" technology, electronic mail, broadband distribution, satellite, wireless or otherwise. IPTV means the transmission or delivery of content (including television and radio programming) to viewers using Internet protocol over a telecommunications system. Log-on Detail means the user identification detail and accompanying password supplied to the Customer under this General Terms and Conditions for access to the Services Package. Maxis Fibre Internet Service means the fibre broadband service provided by Maxis to Customers. Maxis Network means network facilities and/or network services comprising of the system or series of system, equipment, software and facilities operated and/or owned by Maxis or through any other network deemed necessary to enable the provision of the Services Package to the Customer. Maxis Services means the services provided by Maxis including: (a) the Maxis Fibre Internet Service; (b) the Maxis VOIP Service; and (c) other services which Maxis may provide, if so agreed between Maxis and the Customer from time to time. Maxis means Maxis Broadband Sdn Bhd (Company Number 234053-D) a company duly incorporated in Malaysia and having its registered office at Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, including its successors and assigns. Maxis Home Voice Service means the voice over internet protocol (voice over IP) service provided by Maxis to Customers. Personal Data includes the Customer Information required for the purposes of applying and registering for the Services Package and all data relating to the provision of the Services Package including without limitation to any expression of opinion about the Customer. Upon the coming into force of the Personal Data Protection Act 2010 (Act 709) ("PDPA") (as amended or replaced from time to time), the term Personal Data shall have the meaning given to it by the PDPA. Privacy Notice means the privacy notice in Bahasa Malaysia and English as set out on the reverse of the Application Form. Programming Packages means the various packages of television and radio channels which may also include data, high definition format services ("HD"), recording services, pay-per-view, premium/special events, near video-on-demand, interactive and other special services made available to the Customer by the Service Provider in consideration of payment of the Subscription Fees. Provider Equipment means equipment and ancillary material (excluding Customer Equipment) provided by the Service Provider on a loan basis and which enables the Customer to gain access to, and receive, the Services Package, including (without limitation): (a) the authorised Astro STB; (b) remote control unit ("RCU"); (c) Smart Card; (d) Audio/Video High Definition Multimedia Interface ("HDMI") cable; (e) user guide; (f) power adaptor; (g) power cord; (h) optical network terminal; (i) wireless router; (j) Ethernet cable and optical fibre cable; (k) Broadband Termination Unit; (l) the Maxis Residential Gateway; and (m) any other item the Service Provider chooses to provide from time to time. Registration Date means the effective date of this General Terms and Conditions, which, in the case of the contract between Maxis and the Customer, is the date upon which the Service Provider approves the Application Form for the Services Package and in the case of the contract between Astro and the Customer, the Activation Date. Residential Gateway (or RGW) means a manageable access device with auto configuration, multiple interface, multi-service perceiving, bears services of different types at the same time and connects a home's local area network to the Maxis Network. Services Package means the packaged services, or any part thereof, provided to Customers comprising: (a) the Maxis Services, to be provided by Maxis to Customers through Astro acting as agent of Maxis; and (b) the Astro Services, to be provided by Astro to Customers. Service Provider means: (a) Astro: (i) in respect of the provision of the Astro Services, which are provided to the Customer by Astro in its own right; and (ii) in respect of customer relationship management, assessment of Application Forms, billing, collection and recovery of Subscription Fees (and other Charges), and installation and activation of Provider Equipment in connection with the Services Package; (b) Maxis, in respect of the provision of the Maxis Services. Smart Card means the authorised card, containing a microchip, which when inserted in the Astro STB will permit the Customer to legitimately gain access to, and receive, the Astro Services. Software includes any updates, modified versions, additions and copies of certain software forming part of the Astro PVR or EHDD that may be provided by Astro from time to time. Subscription Fees means the cumulative fees payable by the Customer to the Service Provider, which may vary depending on the Services Package chosen by the Customer, and any special services or content subscribed to by the Customer. GST means Malaysia Goods and Services Tax.

### 4 Terms and conditions

#### 4.1 Customer General Terms and Conditions period

(a) This General Terms and Conditions shall be effective on the Registration Date. (b) Provision of the Services Package shall commence on the Activation Date. (c) The Service Provider reserves the right to decline any application for the subscription of the Services Package without assigning any reason thereto.

#### 5 Minimum subscription period

##### 5.1 Minimum subscription period

(a) The Customer agrees to maintain and keep the Customer's account active for a minimum period of 24 months from the Activation Date of the Services Package ("the Minimum Subscription Period"). (b) This General Terms and Conditions shall remain in full force and effect for the duration of the Minimum Subscription Period. Upon expiry of the Minimum Subscription Period, this General Terms and Conditions will automatically be renewed on a monthly basis unless earlier terminated by either Party in accordance with the terms and conditions of this General Terms and Conditions.

##### 5.2 Early termination or deactivation charge

(a) The Customer agrees that the Service Provider may charge to the Customer's account, a fee of Ringgit Malaysia Hundred and Six (RM106) (GST incl.) per month for every remaining months of the contract. Only if: (i) the Customer terminates his or her account; or (ii) otherwise causes the deactivation of the Services Package, at any time during the Minimum Subscription Period for any reason whatsoever, including without limitation, by failing or refusing and/or neglecting to pay the Subscription Fees, and any other Charges, as and when due.

### 5.3 Collection of Provider Equipment

(a) If, at any point in time, the Customer or the Service Provider terminates, for any reason whatsoever, the Customer's subscription to the Services Package, the Customer shall contact the Service Provider within thirty (30) calendar days from the termination date of the Services Package to arrange for the collection of the Provider Equipment by the Service Provider at no cost to the Customer. (b) If the Customer does not contact the Service Provider for the collection of the Provider Equipment within thirty (30) calendar days, all charges incurred by the Customer to enforce the retrieval and the cost of the Provider Equipment and its accessories shall be borne by the Customer and charged to the Customer's account.

### 5.4 Provider Equipment not authorised for re-subscription

The Customer acknowledges and agrees that, if the Customer wishes to re-subscribe to the Services Package after having cancelled their subscription, any unreturned Provider Equipment is not authorised for re-subscription.

### 6 Application for the Services Package

#### 6.1 Application for the Services Package

(a) Upon submission of the Application Form, the Customer confirms that all information (and documents) submitted to the Service Providers for the purpose of subscribing to the Services Package (including Personal Data) are accurate, true, current and complete. The Customer undertakes to inform the Service Providers of any updates to such Personal Data in the event of changes thereto. (b) The Service Provider shall contact the Customer within seven (7) days of the Customer's Application for the Services Package to inform the Customer of the Service Provider's acceptance or rejection of the Customer's Application Form. Provision of the Services Package is at the sole discretion of the Service Provider.

#### 6.2 Subscription to Astro Services and Maxis Services

The Customer acknowledges and agrees that, by subscribing to the Services Package, he/she subscribes to: (a) the Astro Services, provided by Astro in its own right as principal; and (b) the Maxis Services, provided by Maxis in its own right as principal. In the case of the Maxis Fibre Internet Service, Maxis provides this service to the Customer via Astro acting as disclosed agent of Maxis.

#### 6.3 Verification and confirmation of Customer information

Upon submission of the Application Form, the Service Provider shall conduct a verification and confirmation exercise to determine the accuracy of the information (including a check of the credit worthiness of the Customer) prior to providing the Services Package at the Customer's Designated Address.

#### 6.4 Non-availability of the Services Package

(a) The Service Package is only available in certain coverage areas. In the event that the Services Package is not available to the Customer, the Service Providers may inform the Customer of this and the Customer's Application Form will be kept in the Service Providers' record as an application pending availability of the Packaged Services to the Customer. (b) Where the Customer's application is recorded as a pending application, the Service Provider makes no guarantee or warranty to the Customer that the Services Package will become available to the Customer. (c) The Service Provider shall not be held liable or responsible in the event that the Service Provider is unable to provide the Customer with, or facilitate the availability of, the Services Package to the Customer.

### 7 Provision of Services Package

#### 7.1 Provision of Services Package

(a) Subject to acceptance by the Service Provider of the Application Form for the Services Package, the Service Provider agrees to provide to the Customer the: (i) Provider Equipment; (ii) Astro Services; and (iii) Maxis Services; in accordance with the terms and conditions of this General Terms and Conditions. (b) The Service Provider agrees to provide the Services Package to the Customer on an "as is" and "as available" basis in accordance with the terms and conditions of this General Terms and Conditions. (c) Unless otherwise indicated in this General Terms and Conditions, the Services Package shall not include the provision or maintenance for the Customer Equipment. The Customer agrees that the Customer shall be solely responsible for procuring, installing and maintaining the Customer Equipment required to facilitate access to the Services Package. (d) The Customer shall be responsible for ensuring the compatibility of the Customer Equipment with Maxis' Network and the Provider Equipment. In the event that changes are made to Maxis' Network and/or the Provider Equipment, the Customer shall be responsible for ensuring the continued compatibility of the Customer Equipment with Maxis' Network and/or the Provider Equipment and the Customer shall have no claim whatsoever against the Service Provider arising therefrom. (e) The Customer Equipment must be configured and run at all times in compliance with the manufacturer's specification, including power outlet, power consumption and clearance requirements. (f) The Service Provider may conduct a site assessment at the Designated Address prior to installation activity. The Customer, or the Customer's authorized representative, must be present during the site assessment. The Customer, or the Customer's authorized representative, will be briefed on the installation and cabling guideline and the installation procedure. The Customer agrees to adhere to the said guideline and procedures. (g) The Customer may notify the Service Provider of an authorized representative(s) who must be at least 21 years of age.

#### 7.1A Maxis Home Voice Service

(a) Should the Customer opt to subscribe for the Maxis VOIP Service: (i) Customer will need to purchase his/her own DECT phone for use of the service; (ii) a recurrent monthly charge shall apply for the Maxis VOIP Service in accordance to the prevailing rates; and (iii) the Customer will be allocated monthly free call credit under their package. Should the Customer exceed the allocated monthly call credit, the Customer will be charged according to the prevailing rates. Any unutilised balance of the monthly free call credit is not refundable, returnable or converted into monetary value, and shall not be carried forward or accrue towards your account; and (iv) to discontinue the Maxis VOIP Service, Customer can walk-in to any Maxis Service Centre. (b) A one-time installation fee of RM150 for standard installation for the Maxis VOIP Service shall apply if the Customer opts to subscribe for the Maxis VOIP Service at a later date after activation of the Services Package. This installation fee may be subject to change from time to time (as updated on the Maxis Home Services website). (c) For prevailing rate charges of Maxis VOIP Service, log on to [www.maxis.com.my/home](http://www.maxis.com.my/home).

#### 7.2 Installation and activation of Services Package and Provider Equipment

(a) Subject to clause 7.1, the Service Provider shall arrange, as soon as practicable, for the installation and activation of the Services Package and Provider Equipment (as applicable) at the Customer's Designated Address. (b) Except as specifically set out in this General Terms and Conditions and, if applicable, the relevant Campaign Terms and Conditions, the Customer shall bear the cost of the installation and activation of the Services Package and Provider Equipment. (c) The Customer must ensure that: (i) the Customer's Designated Address (or the infrastructure of the Customer's Designated Address) is compliant with the prescribed installation and activation guidelines for the Provider Equipment which can be found at [www.astro.com.my/portal/astro-beyond-iptv-3](http://www.astro.com.my/portal/astro-beyond-iptv-3) and (ii) access to the Customer's Designated Address is obtained for the installation and activation of the Provider Equipment and Services Package. (d) The Customer will at all times ensure continued supply of electricity to the Designated Address, especially during the installation of the Services Package. The Service Provider will not be liable for any problem or interruption in the installation process of the Services arising due to any disruption of electricity supply to the Designated Address. (e) The Customer shall obtain, at his/her own cost, all required consent, permission, licences and all approv-

als from the developer, or the building management corporation, or the building owner for the Service Provider to access the Designated Address and perform the installation of the Services Package. (f) The Customer acknowledges and agrees that employees of Telekom Malaysia, or their appointed agents and contractors, will assist the Service Provider in the installation of the Provider Equipment. (g) The Customer acknowledges and agrees that the first fifteen (15) metres of fibre cable to the Customer's Designated Address is free. If the length required at the Customer's designated Address exceeds the said allocated amount, the extra charges will be borne by the Customer. (h) For the avoidance of doubt, if the Customer requests the Service Provider's appointed contractor to conduct additional cabling or wiring other than the Service Provider's standard cabling and wiring procedure, or further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer Equipment and the Service Provider's appointed contractor agrees to render such assistance, the Customer shall bear all the costs and expenses involved and as may be imposed by the contractor. The Service Provider will not be involved or responsible for any fees or charges for such additional services which the Service Provider's appointed contractor may impose on the Customer. The Service Provider will not be liable or responsible for any loss or damage suffered by the Customer however caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's Equipment by any appointed contractor.

#### 7.3 Installation and activation appointments

(a) Installation and activation appointments for the Provider Equipment will be subject to the availability of the Service Provider's installers. (b) The Service Provider will only provide surface trunking for the cable wiring within the Designated Address or whenever the existing underground piping within the Designated Address is blocked. If the Customer requires concealed cable (for example, in cornices, false ceilings, walls for inside premise or under the tiles for outdoor premise), the Customer will, at its own cost, be responsible to get its own contractor to carry out the hacking and concealment work. The Service Provider will set another appointment date for the installation of the Services Package. The Customer will be charged for the appointment deferment. (c) The Customer, or the Customer's authorised representative, must be present during installation and activation appointments. (d) The Service Provider will conduct connectivity testing upon completion of the installation activity. Upon successful completion of the test, the Customer must sign a form (to be provided by the Service Provider) signifying the Customer's acknowledgment of the activation of the Services Package at the Designated Address. The Charges shall commence upon completion of the connectivity testing at the Customer's Designated Address. (e) In the event that the Customer is not available upon arrival of the installation team at the Designated Address on the agreed installation date and time, the Service Provider may impose a charge on the Customer's account for such visit that is equivalent to the installation charge of the Provider Equipment. (f) Any request for rescheduling or cancellation of the installation appointment date (if any) by the Customer, must be communicated to the Service Provider within three (3) days prior to the installation appointment date. The Service Provider reserves the right to charge the Customer for any late rescheduling or cancellation request. (g) The Service Provider may, in its sole discretion, reschedule, with notice, any installation appointments arranged with Customers. s

#### 7.4 Relocation or transfer of subscription to new address

(a) The Customer may relocate, or transfer, his/her subscription to the Services Package to a new address by giving the Service Provider prior notice. However, the Customer acknowledges and agrees that the Service Provider may impose relocation fees on the Customer's account in connection with such relocation or transfer of the Customer's subscription. (b) The Customer who relocates to area serviceable by Maxis/TIME network within 6 months of the contract period, Ringgit Malaysia Five Hundred and Thirty (RM530) (GST incl.) is chargeable. Customer who relocates to area serviceable by Maxis/TIME network after 6 months of the contract period will not be charged. The Customers (c) The Customer agrees and acknowledges that the Minimum Subscription Period of 24 months re-starts on activation of the Service Package at the new address. (d) In the event that the re-installation or re-activation of the Services Packages at a new address may not be possible due to limitations in the existing infrastructure at the new address or if the Services Package cannot be otherwise provided at the new address, the Customer may opt to subscribe to Astro's DTH Service, whereby, clause 5.2 shall apply.

### 8 Existing Astro Customers

#### 8.1 Surrender of Astro set top box(es)

If the Customer: (i) is an existing Astro Customer subscribing to the Astro DTH Services; and (ii) his/her Application Form for the Services Package is accepted by the Service Providers; the Customer agrees to surrender his/her existing Astro set top box(es) to Astro.

#### 8.2 Customer use of Smart Cards

(a) The Customer must only use the Smart Card as part of the Provider Equipment in which it is installed. (b) The Customer acknowledges that use of unauthorised smartcards is strictly prohibited.

### 9 Customer use of Services Package

#### 9.1 Fair usage policies

(a) The Customer agrees to comply with the fair usage policies as determined by the Service Provider from time to time. (b) The fair usage policy for: (i) the Maxis Services can be found at [www.maxis.com.my](http://www.maxis.com.my); and (ii) the Astro Services can be found at [www.astro.com.my](http://www.astro.com.my); or such other websites as determined by the Service Provider from time to time. (c) The Service Provider may, at its discretion, also apply a maximum download cap for the Services Package. Information about download caps can be found here [www.maxis.com.my/home](http://www.maxis.com.my/home).

#### 9.2 General restrictions on Customer use

(a) The Customer must not use the Services Package in the following manner: (i) in a manner which is contrary to all applicable laws and/or regulations, including but not limited to, the terms of any licence applicable to the Service Provider, personal data protection and data privacy laws, the laws of copyright and intellectual property rights; (ii) for any purpose which is against public interest, public order, national or racial harmony; (iii) in any manner which infringes or might infringe the rights of any person including but not limited to, copyrights, trademarks, or other intellectual property or proprietary rights; (iv) to abuse or improperly or illegally access any third party network; (v) to send unsolicited or unwelcome or bulk electronic mail messages of any kind to anyone or otherwise cause excessive or disproportionate load on the Services Package or Maxis' Network; (vi) to access, alter, destroy, steal, store, transmit and/or retransmit any information, data or software of any person by any illegal or fraudulent means or device or with malicious intent or to attempt or to procure or assist any third party to do so; (vii) to distribute viruses, Trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines; (viii) other than in accordance with this General Terms and Conditions and the fair usage policies as may be notified by the Service Provider from time to time; and (ix) in any manner, which in the opinion of the Service Provider, may adversely affect the use of the Services Package by other Customers or efficiency or security as a whole. (b) Customer use of the Services Package may be restricted or terminated by the Service Provider where such use is in contravention of any applicable laws.

#### 9.3 Specific restrictions on Customer use

(a) The Customer shall only use the Provider Equipment and view the Astro Services on television, or other audio-visual equipment, or any other authorised equipment, for the Customer's own private use and at the Customer's Designated



Address.(b) Customers are prohibited from displaying the programmes and Content received through the Services Package in a public place or a commercial establishment such as a pub, bar, restaurant, club or cafe.(c) The Customer is also prohibited from reselling the Services Package or charging any fee to any person to view the programmes and Content received through the Services Package.(d) Other than as permitted under this General Terms and Conditions, 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 Package, or any Content received through the Services Package, in any form whatsoever.(e) The Customer is prohibited from recording, copying or reproducing the programmes or Content received through the Services Package, other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (Act 332) (as amended or replaced from time to time).(f) The Customer further agrees and acknowledges that this General Terms and Conditions permits reception of the Services Package, or any Content received through the Services Package, only in Malaysia, and reception outside Malaysia may constitute a violation of international copyright laws and other laws.(g) The Customer acknowledges that theft, fraud, piracy or other unauthorised usage of the Services Package or Provider Equipment may attract civil and/or criminal sanctions.(h) The Customer shall use the Services Package within the bandwidth range applied for in the Application Form. The Service Provider reserves the right at its sole discretion to suspend and/or request the Customer to increase the bandwidth at any time in the event the Customer's usage of the Services has exceeded the bandwidth range applied for, failing which the Service Provider shall not be responsible for any service degradation.(i) The Customer shall not:(i) send or disclose Log-on Details to any person other than the Service Provider; or(ii) store Log-on Details in any form, whether coded or un-coded, in a location where they are capable of being read by anybody other than the Customer.(j) The Customer shall be responsible for the secure storage of Log-on Details, including without limitation, changing the Customer's passwords from time to time and shall not reveal the same to any other person.

#### 9.4 New, or additional, services or Content

(a) The Service Provider may, from time to time, provide new, or additional, services or Content which the Customer may wish to purchase.(b) The Customer may:(i) purchase and/or subscribe to any new, or additional, services or Content; or(ii) authorise any other person in the Customer's household to purchase new, or additional, services or Content; by way of request to the Service Provider, and the relevant service terms and conditions shall be deemed to be accepted by the Customer upon his/her usage of such new, or additional, services or Content.

#### 9.5 Customer responsibility for purchase of new, or additional, services or Content

(a) The Customer agrees:(i) that any person who has access to the Astro STB and Smart Card may purchase new, or additional, services or Content on the Services Package; and(ii) to pay all applicable charges in relation to such purchases.(b) Without limiting clause 9.5(a), the Customer is solely responsible for ensuring that no one uses the Astro STB or Smart Card assigned to the Customer without the Customer's authorisation.(c) If the Customer wishes to protect against unauthorised purchases or activity, the Customer may do so by activating the channel security lock ("Parental Lock") on the Astro STB assigned to the Customer.

#### 10 Astro PVR, EHDD and Content

##### 10.1 Astro Personal Video Recorder and EHDD

The following provisions apply to the Astro Personal Video Recorder ("PVR") or the EHDD and only apply to the extent that the Services Package to which the Customer subscribes includes the PVR or EHDD:(a) The Astro PVR or the EHDD gives the Customer the ability to watch and record televised Content.(b) In order to have access to any recorded Content, the Customer must currently subscribe to the corresponding channels/package.(c) The Service Provider does not guarantee the timeliness, access to, or recording quality, of any particular Content.

##### 10.2 Content subject to copyright

The Content is copyright material of third parties and/or the Service Provider who supply it, and protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the Service Provider and/or the third party that supplied it, and to this end, the Service Provider may be required to restrict the Customer's ability to record any Content.

##### 10.3 Exclusion of liability

(a) The Service Provider will have no liability to the Customer or anyone else who uses the Astro PVR or the EHDD for the recording quality of the Astro PVR or the EHDD with regard to any content.(b) The Service Provider will not be liable to the Customer, any user or third party for any losses or damages, however classified or categorised, arising out of or related to the use or non-use, misuse, availability or reliance on the Astro PVR or the EHDD, the Astro IPTV Service or any other services made available notwithstanding the fact that the Service Provider has been notified of the possibility of such losses or damages.

##### 10.4 Recording time of Astro PVR and EHDD

The total recording time for the Astro PVR or the EHDD varies depending on the time length/quality of the programmes being recorded.

##### 10.5 Licence

The Customer is subject to the licence terms set out in this clause 10.

##### 10.6 Software licence

(a) The Customer may:(i) use the Software solely in executable code form and solely in conjunction with the Astro PVR or the EHDD;(ii) not copy, modify or transfer the Software, or any copy thereof, in whole or in part; and(iii) not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software.(b) Any attempt to transfer any of the rights, duties or obligations of this licence is void.(c) The Customer may not rent, lease, load, resell or distribute the Software, or any part thereof, or attempt to install or connect the Astro PVR or the EHDD or any part thereof in any manner to any removable equipment for copying, transfer, storage of recorded programmes for any purpose in any form and/or media.(d) The Software is licensed, not sold, to the Customer for use only under the terms of this licence, and the Service Provider and its suppliers reserve all rights not expressly granted to the Customer.(e) The Service Provider and its suppliers retain ownership of all copies of the Software itself.(f) Except as stated above, this licence does not grant to the Customer any intellectual property rights in the Software.(g) This licence will be automatically terminated immediately if the Customer breaches any term or condition of this General Terms and Conditions.(h) The Service Provider reserves the right to:(i) alter the Software in the Astro PVR or the EHDD;(ii) alter the features and/or functionality in the Astro PVR;(iii) provide data and Content to the Astro PVR or the EHDD;(iv) store data and Content on the hard disk drive (minimum 100 GB of hard disk space) of the Astro PVR or the EHDD; and(v) send electronic messages to the Customer Astro PVR or EHDD, through periodic downloads.(i) The Service Provider will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to the Services Package, but shall have no liability to the Customer for any interruptions in the Astro PVR or EHDD, Services Package, and/or any other services arising out of, or related to, such downloads.

##### 10.7 No representations or warranties

Neither the Service Provider, nor any of its representatives, makes or passes on to the Customer or other third party, any warranty or representation on behalf of the Service Provider or its suppliers with respect to the Astro PVR or EHDD or the

Software, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.

#### 11 Security Deposit, Billing and Payment Terms

11.1 The Customer shall be required to pay a security deposit in the amount as determined by Astro from time to time ("Security Deposit"). The Security Deposit shall be maintained during the Customer's subscription to the Astro IPTV Services. Upon the expiry or the termination of the Customer's subscription to the Astro IPTV Services the Security Deposit shall be refunded (without interest) to the Customer. Notwithstanding the aforesaid, should the Customer:

(a) terminates his subscription during the Minimum Subscription Period, the Security Deposit shall be deducted on a prorated basis; and

(b) for failure to return any equipment provided by Astro, the cost of the aforesaid equipment shall be deducted accordingly.

#### 11.2 Billing arrangements and itemised Subscription Fees and Charges

(a) The Customer acknowledges and agrees that, for the Services Package (excluding Maxis VOIP Service), the Customer will receive one (1) bill, which will include itemised charges for:(i) the Astro Services provided by Astro in its own right as principal; and(ii) the Maxis Services provided to the Customer by Maxis via Astro as disclosed agent of Maxis; and(b) The Customer acknowledges and agrees that Astro will collect the Customer's Subscription Fees, and any additional Charges, for the Services Package, both as principal in respect of the Astro Services, and as agent of Maxis in respect of the Maxis Services (excluding Maxis VOIP Service).(c) Should Customer opt to subscribe for Maxis VOIP Service, Customer will receive a separate monthly bill from Maxis directly on the charges incurred for the Maxis VOIP Service.

#### 11.3 Payment of Subscription Fees

(a) The Customer acknowledges that the Service Provider will collect the Subscription Fees on a monthly basis or such other basis as the Service Provider may allow from time to time.(b) 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 (except in relation to the VoIP Telephony Service (if applicable), which is paid based on usage).(c) The Customer may also elect to pay the Subscription Fees by credit card or direct debit from the Customer's bank account by authorising the Service Provider to charge the credit card or debit the Customer's account (as applicable) in the Application Form.

#### 11.4 Statement of account

(a) The Service Provider 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.(b) Any statement of account shall be deemed to be accepted by the Customer after thirty (30) calendar days from the date of the statement, and the Customer shall not be entitled to raise any objection in relation to the same.(c) For the avoidance of doubt, nothing in this General Terms and Conditions shall preclude the Service Provider from correcting at any time any error or discrepancy in the amount stated in the statement of account.

#### 11.5 Refundable deposits

(a) Any refundable deposit tied to the Services Package, or any part thereof, shall be held to the Customer's credit and repaid to the Customer without interest after termination of the Services Package, and subject to the deduction of any amount due and payable to the Service Provider by the Customer.(b) Maxis reserve the right to deduct from the refundable deposit any amount due and payable to the Service Provider at any time and may request the Customer to make a further refundable deposit payment towards maintaining the refundable deposit at the level determined by the Service Provider.

#### 11.6 Advance payments

(a) Any advance payments made by the Customer may only cover the Customer's current selection of Services Package, and may not cover other services or Content (including special event Content) purchased by the Customer during any billing period.(b) In such event, the Customer agrees to pay promptly the prescribed fee for such services and/or Content upon being billed by the Service Provider.

#### 11.7 Additional charges

(a) In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions and GST or tax of similar nature where applicable. (b) The Customer agrees to pay the Service Provider all fees, penalties and handling charges for cheques made payable to the Service Provider and returned unpaid by the Customer's bank.(c) In addition, the Customer agrees to pay all reasonable costs and lawyers' fees incurred by the Service Provider in recovering any amounts due from the Customer.

#### 11.8 Changes to Services Package

(a) The Customer may change his/her selection of Services Package at any time after the initial registration. However, the Service Provider may charge the Customer an administrative fee for each change request, whether it is to add or remove or replace any Services Package, or part thereof. For applicable administrative fees and charges, please log on to [www.astro.com.my/iptv/indices/index\\_1296.htm](http://www.astro.com.my/iptv/indices/index_1296.htm).

#### 11.9 Changes to broadband speed of Services Package

(a) Should the Customer wish to change the Customer's selection of the broadband speed at any time after the initial registration, the Customer will not be charged for any upgrade but will be charged an administrative fee for any subsequent request after the first downgrade request.(b) The administrative fee is equivalent to the monthly fee of the higher broadband speed from which the Customer is downgrading.

#### 11.10 Overdue payments

(a) For every thirty (30) calendar days that the Customer's account is overdue by any amount, the Service Provider reserves the right to charge the Customer a late payment fee to the Customer's account for administrative costs. For applicable, administrative fees and charges, please log on to [www.astro.com.my/iptv/indices/index\\_1296.htm](http://www.astro.com.my/iptv/indices/index_1296.htm).(b) In addition, the Service Provider reserves the right to suspend or terminate the Customer's access to the Services Package at any time without notice to the Customer, if payments are not received when due.(c) The Service Provider may also set-off any amounts credited to the Customer against any amounts the Customer owes to the Service Provider.

#### 12 Rights reserved by Service Provider

##### 12.1 Revision of Services Package and Subscription Fees

(a) The Customer agrees that the Service Provider may, at its sole discretion, revise this General Terms and Conditions and/or the Services Package and/or the Subscription Fees and other Charges, or the structure of the Subscription Fees and other Charges, at any time and will use reasonable endeavours to notify the Customer of such revisions. The Customer's continued use of the Provider Equipment and/or subscription to the Services Package will constitute acceptance of such revision.(b) The Service Provider reserves the right and shall be entitled at any time to:(i) add, delete or make changes to the Services Package;(ii) add or substitute alternative services, channels, programmes and/or Content;(iii) terminate or discontinue any of the services, channels and/or Content included in the Services Package, alter the number of channels and price of the Services Package, and alter the number of Programming Packages;(iv) reduce the number of broadcast hours of any of the channels included in the Services Package;(v) upgrade or update any software currently in use in the Provider Equipment;(vi) upload or download any data or information in the Smart Card; or(vii) manage the Customer's bandwidth, reducing the speed or suspending or terminating the Services Package if the Customer uses

the Service Package excessively or unreasonably, or in breach of the fair usage policies (as determined by the Service Providers from time to time), or maximum download cap; or(viii) when requested by any governmental agency or regulatory body.(c) The Service Provider shall be under no liability whatsoever to the Customer if any of the rights reserved in this clause 13 are exercised by the Service Provider, and the Customer shall remain liable to pay the Subscription Fees, and other Charges, in full.

#### 12.2 Termination of General Terms and Conditions

If the Customer is not agreeable to any of the terms in this General Terms and Conditions, or any amendments to this General Terms and Conditions, the Customer may terminate the Services Package in accordance with clause 18 below.

#### 13 Customer representations, warranties, covenants and undertakings

##### 13.1 Representations, warranties, covenants and undertakings

(a) By the Customer's offer to subscribe to the Services Package, the Customer represents, warrants, covenants and undertakes with the Service Provider that:(i) the Customer is at least twenty one (21) years of age on the date of the submission of the Application Form to the Service Provider and resides in Malaysia;(ii) the information provided by the Customer in the Application Form is accurate and truthful;(iii) the address listed in the Application Form is the Designated Address at which the Customer will receive the Services Package;(iv) all consents, qualifications and authorizations from all necessary or relevant parties (including but not limited to developers, building management corporations or building owners) government and other authorities for the performance by the Customer of his/her obligations hereunder have been duly obtained and are in full force and effect;(v) the Customer will not resell the Services Package, or any part thereof, or impose any charge on others to view the Astro Services;(vi) the Customer will not rebroadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Astro Services in any form whatsoever;(vii) the Customer will not use the Provider Equipment and/or the Services Package in any way not authorized by this General Terms and Conditions;(viii) the Customer will not record, copy or reproduce the Astro Services, or any part thereof, other than solely for the purposes permitted by the Copyright Act 1987 (Act 332) (as amended or replaced from time to time); and(ix) the Customer will immediately notify the Service Provider of any change in the information listed on the Application Form and any other information provided or communication made to the Service Provider, including but not limited to:(A) billing and information, or communication, in connection with the charging of the Customer's credit card or debiting of the Customer's bank account;(B) the discovery of any theft, piracy or other unauthorised usage of the Services Packages (including usage of the Astro Services outside Malaysia); or(C) any fraud in connection with the Services Package.

##### 13.2 Customer to report unlawful activities

The Customer must report immediately to the Service Provider when he/she discovers any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Services Package and/or the Provider Equipment, and lodge a police report if required to do so and provide a copy of such police report to the Service Provider.

#### 14 Personal Data

##### 14.1 Collection, use and disclosure of Personal Data

Without derogating from the provisions in the Application Form in relation to the processing of the Customer's Personal Data and the provisions of the Privacy Notice that are set out on the reverse of the Application Form as well as any Privacy Statement or Privacy Policy of the Service Provider as may be published in the respective websites of the Service Provider:(a) The Customer acknowledges that the Service Provider and/or its Affiliates collect, use, disclose and otherwise process Personal Data as set out in the Service Provider's Privacy Statement:(i) the Maxis Privacy Statement is set out at: [www.maxis.com.my](http://www.maxis.com.my);(ii) the Astro Privacy Statement (referenced in the Astro website as its Privacy Policy) is set out at: <http://www.astro.com.my>;(b) The Service Provider may update its Privacy Statement from time to time. When the Service Provider changes its Privacy Statement in a material way, it will post a notice of the changes at:(i) Maxis: [http://www.maxis.com.my/personal/general/tnc\\_main.asp](http://www.maxis.com.my/personal/general/tnc_main.asp);(ii) Astro: <http://www.astro.com.my/portal/privacy-notice>(c) The Customer will be deemed to have consented to the use of their Personal Data in the manner set out in the Service Provider's Privacy Statement by submitting their Personal Data and using the Services Package;(d) The Customer will also be deemed to have consented to Maxis and Astro sharing Personal Data relating to his or her usage of the Maxis Services and the Astro Services included in the Services Package; and(e) The Customer represents and warrants that the Customer has obtained the consent of third parties (e.g. family member/friend) whose Personal Data is set out in the Application Form and disclosed to Astro and Maxis to allow Astro and Maxis to process such Personal Data for the Purposes as set out in the Privacy Notice.

#### 15 Provider Equipment

##### 15.1 Provider Equipment

(a) The Customer consents to the Service Provider upgrading and/or updating software currently used in the Provider Equipment, or uploading and/or downloading any data or information in the Smart Card at anytime at its sole and absolute discretion.(b) The Customer shall:(i) not give anyone else any rights whatsoever over the Provider Equipment; and(ii) be responsible to maintain and safeguard the Provider Equipment installed by the Service Provider at the Customer's premises in good working condition (fair wear and tear excepted).(c) The Customer shall:(i) not resell, sublet, transfer, or provide the Services Package and/or the Provider Equipment to anyone;(ii) allow the Service Provider to conduct periodic maintenance and/or change, repair, replace or retrieve the Provider Equipment as the Service Provider deems necessary to enable the Customer to enjoy the Services Package; or(iii) allow authorised Service Provider personnel to access the Customer's premises for the aforesaid purpose.(d) The Customer must notify the Service Provider promptly if the Provider Equipment is damaged, lost or stolen.(e) In the event that the Provider Equipment is damaged, lost or stolen whilst under the Customer's custody, the Service Provider reserves the right to charge the Customer the cost for the damaged, lost or stolen Provider Equipment.(f) The Customer must:(i) adhere to all instructions and notice given by the Service Provider from time to time in respect of the use of the Provider Equipment; and(ii) return and surrender the Provider Equipment to the Service Provider in the same condition as and when it is provided to the Customer (fair wear and tear accepted) upon termination and/or expiry of the Services Package, failure of which the Customer shall be liable to pay the Service Provider an agreed fee. For the applicable fees and charges, please log on to [www.astro.com.my](http://www.astro.com.my).

##### 15.2 Additional equipment

If the Customer purchases any additional equipment, including without limitation, an EHDD for the purposes of recording the Astro Services, or a wireless router, the Customer shall be responsible for the additional equipment and the Service Provider will not be liable to the Customer in any circumstances relating to the additional equipment.

#### 16 Indemnity

##### 16.1 Customer's indemnity

The Customer hereby agrees to indemnify and shall keep indemnified the Service Provider from any and all claims, demands, loss, costs, damage, liability or expenses arising directly or indirectly from:(a) any claims for libel, invasion of privacy, infringement of copyright, patent, trademark, intellectual property right or

other proprietary right, or breach of confidence or privilege; or(b) breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Astro Services or Maxis Services; or(c) any damages, loss, cost and expenses incurred by the Service Provider as a result of physical damage and/or destruction caused by the acts and/or omission of the Customer or the Customer Equipment; or(d) the use of the Services Package by a person using the Log-on Details with, or without, the Customer's consent and/or authority;(e) any non-compliance with, or breach of, any provisions of this General Terms and Conditions by the Customer; or(f) all other claims arising out of any of the Customer's acts or omissions, or any unauthorised use, or exploitation, of the Services Package, including but not limited to, the Customer:(i) transmitting or providing any Content which may be defamatory, offensive, indecent, harmful, damaging, destructive, illegal or otherwise violate any applicable laws, rules or regulations; or(ii) making, or attempting to make, any unauthorised access to any part, or component of, Maxis' Network or any third party's system or networks; or(iii) disrupting other networks that may be connected to the Service Provider's network, or violating the regulations, policies or procedures of such networks; or(iv) violating or infringing (in any manner) the right of any party, including but not limited to, their intellectual property or confidentiality rights.

#### 17 Suspension and termination

##### 17.1 Suspension or termination of Services Package

(a) The Service Provider shall have the right, in its sole discretion and without notice or compensation, to restrict, bar, cancel, disconnect, suspend or terminate the Customer's access to any part or all of the Services Package if:(i) the Customer fails to pay in full any sums or Charges due or payable pursuant to this General Terms and Conditions within seven (7) days of the relevant due date for payment; or(ii) the Customer consistently uses the Services Package to download or upload extremely high volume data; or(iii) the Customer does anything which may, in the Service Providers' opinion, lead to, including but not limited to, the damage or injury to the Services Package, or Maxis' Network, or the networks of Affiliates or third parties, and/or reputation; or(iv) any technical failure occurs in the Services Package, or Maxis Network or Astro's network or the Affiliate's network; or(v) the Astro Services or Maxis Services are being upgraded, modified or maintained; or(vi) the Customer breaches any of the terms, conditions, representations, warranties, covenants and undertakings made in this General Terms and Conditions; or(vii) the Customer uses the Services Package or Provider Equipment in a manner not permitted by this General Terms and Conditions, or determined inappropriate by the Service Provider; or(viii) requested by any governmental body or regulatory authority; or(ix) the Service Provider has reason to believe that the Services Package is used for purposes, which may breach any laws or regulations; or(x) the Service Provider suspends the Services Package for the purposes of scheduled preventative maintenance, corrective maintenance and network upgrading necessary to be carried out on Maxis' Network. The Service Provider is not liable for any loss (including any loss of revenue) by the Customer due to loss of the Service Package or connectivity (outage) during the implementation of maintenance work.

##### 17.2 Suspension or termination by Customer

(a) Subject to clause 5, the Customer may suspend or terminate the Services Package by giving a minimum of one (1) month's written notice to the Service Provider.(b) If a Customer terminates the Astro Services in accordance with this General Terms and Conditions, but elects to retain the Maxis Services, the Service Provider may, at its discretion, transfer the administration of the Customer's account to Maxis.

##### 17.3 Customer charges upon suspension and termination

(a) If the Services Package is suspended or terminated, either by the Customer or by the Service Provider, the Customer shall remain liable to pay the Service Provider:(i) the full Subscription Fees, and other Charges, 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 agreed fee of Ringgit Malaysia Hundred and Six (RM106) (GST incl.) per month for every remaining month of the Minimum Subscription Period, as provided in clause 5.

##### 17.4 Collection of Astro PVR

(a) If the Customer:(i) uses the Astro PVR; and(ii) at any point in time, wishes not to use the recording functionality of the Astro PVR; the Customer must provide the Service Provider with a minimum one (1) month prior written notice.(b) Upon receipt of the Customer's notice, the Service Provider shall arrange for the collection of the Astro PVR and its accessories and provide the Customer with an Astro STB.(c) If the Customer fails to provide notice in compliance with clause 18.4(a), the Customer shall continue to pay the Service Provider for the monthly recording service fee up to the date of the collection of the Astro PVR.(d) The Customer acknowledges that any existing recordings that the Customer has made in the Astro PVR shall not be retrievable or transferable to another device.(e) If later, the Customer chooses to exchange and upgrade again to the Astro PVR, a prescribed retrieval and/or installation and set up charges will be payable by the Customer to the authorized Service Provider's installer.

##### 17.5 Collection of Provider Equipment upon termination

(a) If at any point in time the Customer's subscription to the Services Package is terminated either by the Customer or the Service Provider for any reason whatsoever, the Customer shall contact the Service Provider within thirty (30) calendar days from the termination date to arrange for the collection of the Provider Equipment, including STB/PVR and its accessories, by the Service Provider at no cost to the Customer.(b) If the Customer does not contact the Service Provider for the collection of the Provider Equipment within the 30 day time period, all charges incurred by the Service Provider to enforce the retrieval of the Provider Equipment and its accessories shall be borne by the Customer and charged to the Customer's account.(c) The Customer acknowledges that any existing recordings that the Customer has made in the Customer Astro PVR/EHDD shall not be retrievable or transferable to another device.

##### 17.6 Re-activation of Services Package

(a) For re-activation of the Services Package, the Customer will be charged an administrative fee, or such other prescribed amounts as may be charged by the Service Provider from time to time. For all applicable fees and charges, please log on to [www.astro.com.my](http://www.astro.com.my).(b) All due amounts must be paid before the Customer's Services Package can be re-activated.

##### 17.7 Suspension and termination by the Service Provider

(a) Notwithstanding the above, the Service Provider may in its sole discretion, and without any liability to the Service Provider, suspend or terminate the Services Package at any time for any reason whatsoever.(b) If the Customer has not breached this General Terms and Conditions and the Service Provider suspends or terminates the Customer's access to the Services Package, the Customer will be responsible only for payment of Subscription Fees, and any other applicable Charges, up to the date of such suspension or termination and any amounts due prior to such date.(c) This General Terms and Conditions shall automatically terminate in the event any equipment or combination thereof, including hardware and software used by the Service Provider in the transmission of its Service Package, becomes affected in their performance and/or functionality so as to render it impossible for the Service Provider to continue to provide the Services Package.(d) In such event, the sole extent of the Service Provider's liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

##### 18 Exclusion of liability



### 18.1 Force Majeure

(a) The Service Provider is neither responsible nor liable to the Customer for:(i) interruptions to the Services Package;(ii) any programmes or Content that are erased, deleted or cannot be retrieved from the Astro PVR or EHDD for any reason whatsoever;(iii) suspension or termination of the Services Package; for any reason whatsoever, whether or not within its control, including, but not limited to:(iv) the failure of power and telecommunications networks;(v) acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion;(vi) acts or regulations by the government (including the withdrawal of consents, permits or licences); or(vii) failure, termination or cessation by third parties to provide Content, programming, channels, services or bandwidth included in the Services Package (“Force Majeure Events”).

### 18.2 Exclusion of liability

(a) The Service Provider will not be liable to the Customer for any refunds of the Charges (including 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 special, indirect, incidental or consequential damages, even if the Service Provider has been advised in advance that such loss may occur.(b) The Service Provider has no liability to the Customer for problems with the Provider Equipment or damage arising from the Customer’s use of the Provider Equipment caused by the Customer Equipment, or the Customer’s own act, negligence or omission.(c) Where the Customer has caused damage to the Provider Equipment by the Customer’s own act, negligence or omission, the Service Provider will assist to repair or replace the Provider Equipment and any such cost in relation to or arising out of such repair/replacement shall be charged to the Customer’s account.(d) The Service Provider has no responsibility nor liability whatsoever for interruption or loss of the Services Package arising directly or indirectly from the installation of the Provider Equipment, including without limitation the EHDD and/or SMATV System trunking (where applicable) or any other equipment by any unauthorised third party.(e) The Customer agrees to indemnify the Service Provider and keep the Service Provider indemnified against all losses, damages and claims, including for injury or death or damage/loss to property, arising from the installation or use of the Services Package or the Provider Equipment by the Customer or any third party.(f) The Service Provider makes no warranties or representations whatsoever with respect to the Content of the programming included in the Services Package. In particular, the Service Provider does not guarantee the sequence, accuracy, completeness, timeliness or the security of any data or information contained in the Services Package and shall not be liable for any claim arising out of any act or omission by the Service Provider 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.(g) Notwithstanding any other terms herein, the Customer agrees that the maximum liability of the Service Provider 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.

### 19 No representations or warranties

(a) The Services Package is provided on an “as is” and “as available” basis.(b) The Customer agrees and acknowledges that he/she must use the Services Package and rely on information obtained through it at his/her own risk.(c) The Service Provider does not make any representation and disclaims any warranties, of any kind in relation to the Services Package, including but not limited to availability, accessibility, timeliness or security of any Content or information transmitted or obtained using the Services Package or provided to the Customer as part of the Services Package.(d) The Service Provider also disclaims any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.(e) The Service Provider does not guarantee, or warrant, that the Services Package will be free from any fault, error or interruption, nor will the Service Provider be liable for any inability to use or access the Services Package, or

for the interruption, delay or failure of the Services Package.(f) The Service Provider 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 due to any non-performance of the Service Provider’s obligations including but not limited to:(i) use or inability to use or access the Services Package for whatever reasons such as adverse weather conditions, electromagnetic interference, equipment failure or congestion in Maxis’ Network, the quality of the Services Package, information available or obtained via the Services Package or arising out of any action taken in response to or as a result of such information available or obtained via the Services Package;(ii) any upgrading or modification to the Services Package as deemed necessary by the Service Provider for the proper and efficient functioning of the system;(iii) any act, omission, error, default by the Service Provider and/or the Service Provider’s related companies, its officers, employees and agents in relation to the Services Package;(iv) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Services Package and any claims arising out of any act, omission, negligence or default by the Customer in relation to any part of the Services Package;(v) any interruption, suspension, termination, malfunction, unauthorised use, defect or loss of the Provider Equipment and/or the Services Package for any reasons whatsoever;(vi) any loss, distortion or corruption of data arising out of or from the use of the Services Package;(vii) the use of wi-fi equipment (including wi-fi equipment which may be provided by the Service Provider) which does not guarantee reliability and signal strength quality; or(viii) any inconvenience caused to the Customer.

### 20 Notices and correspondence

#### 20.1 Notices and correspondence

(a) If the Customer wishes to communicate with, or give any notice to, the Service Provider (other than a notice to the Personal Data Protection Officer of Astro and Maxis), the Customer should do so in writing to the following address:MEASAT Broadcast Network Systems Sdn Bhd, Peti Surat 10335, 50710 Kuala Lumpur. Attention: Customer Management Division (b) All correspondence and notices by the Service Provider to the Customer will be sent in writing to the most recent mailing address provided by the Customer to the Service Provider or to the address stated on the Application Form or by email to the Customer’s email address registered with Astro.(c) Notices will be considered to be received upon hand delivery or upon the fifth business day after posting or, in the case of email, upon electronic confirmation of the transmission of the email to the Customer’s aforementioned email address.

### 21 Assignment

#### 21.1 Assignment of rights and obligations

(a) The Customer does not have the right to assign or transfer any part of the Customer’s rights or obligations under this General Terms and Conditions to any other party without the prior written consent of the Service Provider.(b) The Service Provider may assign the whole or part of the rights in this General Terms and Conditions to any third party without the Customer’s consent.

### 22 Right of Rescission under the Direct Sales and Anti-Pyramid Scheme Act 1993

#### 22.1 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 that is based on this General Terms and Conditions and, if applicable, the relevant Campaign Terms and Conditions, before the expiry of the cooling-off period as set out in the Application Form.

### 23 Governing law and jurisdiction

#### 23.1 General Terms and Conditions subject to Malaysian law

This General Terms and Conditions is governed by the laws of Malaysia.