



Not permitted to be installed at Non Residential premises

Account No. : _____

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 Malay Chinese Other Bumis EM Others Msia GENDER : Male Female
ETHNIC GROUP : Indian Foreigners/Expats

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 Stff Housewife Professional/Mgr/Exec
 Business Owner Manual & Industrial Worker Retiree Student/Unemployed

WHO WILL LIKELY WATCH ASTRO IN YOUR HOUSEHOLD (eg. 2 Kids <= 12 yrs old) : _____ 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

AOD Dragon 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 Multiroom: +RM53/mth

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

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

Choice of Minis Variety Learning News Kids

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

Total RM _____
Price is inclusive of GST

HIGH SPEED FIBRE BROADBAND AND VOICE SERVICES (PLEASE TICK)

3 Mbps 10 Mbps 20 Mbps 30 Mbps HD & PVR Services only Existing TIME Customer Request Upgrade

VOICE DEFAULT PACKAGE BASIC VOICE UPGRADE PACKAGE 10 Plan - RM10 Monthly OPT -OUT Number of Line 1 Line 2 Line

* RM500 deposit will be applicable for non-Malaysians.

IDD rates option
IDD Premium (8sen to 60 countries)
IDD Pro (10sen to 100 countries)

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 with exception to payment for the Voice Service which shall be made to TT dotCom Sdn Bhd.

CREDIT / DEBIT / CHARGE CARD : Visa MasterCard Amex Diners **BILLING FREQUENCY:** Monthly Quarterly Half Yearly Yearly

CREDIT CARD NUMBER : _____ **CARD EXPIRY :** _____
Month Year

NAME ON CARD : _____ **ISSUING BANK :** _____

Note: Only local Credit/ Debit/ Charge card is accepted. By requesting to pay your bill via Credit/ Debit/ Charge card, you hereby agree and consent to the disclosure of your Credit/ Debit/ Charge card details as provided by you in this Application Form (or as updated by you from time to time) to TT dotCom Sdn Bhd for purposes of payment for the Voice Services selected by you.

REQUESTED LOGIN AND INSTALLATION INFO

Requested Login Name 1. _____ 2. _____ 3. _____

Installation Requested Date _____
Day Month Year

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 : _____ POSTCODE : _____
TELEPHONE : HOME _____ - _____ HANDPHONE _____ - _____
(eg. 03-22236688, 088-336688) OFFICE _____ - _____ EXT : _____ EMAIL ADDRESS : _____

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

HOUSE/LOT OR UNIT NO.-
BLOCK-FLOOR : _____
BLOCK/BUILDING NAME : _____
(eg. BUNGA RAYA CONDOMINIUM)
STREET NAME : _____
(eg. JLN DUTAMAS)
AREA : _____
(eg. TMN MALURI)
CITY/TOWN : _____
(eg. KUALA LUMPUR)
STATE : _____ POSTCODE : _____

ALTERNATIVE CONTACT DETAILS

NAME OF FAMILY MEMBER/
FRIEND : _____
TELEPHONE HOME _____ - _____ HANDPHONE _____ - _____
(eg. 03-22236688, 088-336688) OFFICE _____ - _____ EXT : _____
(eg. 03-22236688, 088-336688)

MODES OF COMMUNICATION & BILLING (PLEASE TICK)

Astro may send to me marketing and/or advertising materials relating to any of Astro's or its business partners' products or services via the following communication 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 further certify that by requesting to pay my bill via Credit/ Debit/ Charge card, I hereby agree and consent to the disclosure of my Credit/ Debit/ Charge card details as provided by me in this Application Form (or as updated by me from time to time) to TT dotCom Sdn Bhd for purposes of payment for the Voice Services selected by me. I hereby offer to subscribe for the Services provided by MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A) ("Astro") in accordance with the General Terms and Conditions and any applicable Campaign Terms and Conditions. Acceptance of this offer shall be at the absolute discretion of Astro. Unless the context otherwise requires, terms defined in the General Terms and Conditions and the applicable Campaign Terms and Conditions shall have the same meanings when used herein.

Applicant's Signature

Acknowledgement of Application

Day _____
Month _____
Year

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

I/We hereby certify that all of the information that I have given in this Application Form is true and accurate. I/We hereby offer to subscribe for the Astro Services provided by MEASAT Broadcast Network Systems Sdn Bhd (Company Number 240064-A) ("Astro") in accordance with the Astro General Terms and Conditions and any applicable Campaign Terms and Conditions. Acceptance of this offer shall be at the absolute discretion of Astro. Unless the context otherwise requires, terms defined in the General Terms and Conditions and the applicable Campaign Terms and Conditions shall have the same meanings when used herein.

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

Applicant's Signature

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") pursuant to Section 25(2) of the Direct Sales and Anti-Pyramid Scheme Act 1993 that I require Astro to deliver or provide the Reception Equipment and Services prior to the expiry of the Cooling Off Period as specified in my Application Form for the Services. Unless the context otherwise requires, terms defined in this notification shall have the same meanings as per the Astro General Terms and Conditions and any applicable Campaign 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:

- Astro B.yond IPTV 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 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 bill(s).
- 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.
- Minimal drilling is required for Fibre Internet installation at my premise for standard installation. Non-standard installation charges may be applicable.
- 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.
- A deposit of RM500 is payable by non-Malaysia subscribers. This will be credited back to the Astro account upon request, after completing the minimum contract period of 24 months.
- 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 signup can be made on this form or by calling the Astro IPTV hotline on 03-9543 1543 within the first three (3) months of service.
- If I disconnect, relocate or terminate my service at any time whether in or out of contract, I shall give Astro at least one (1) month's notice in advance and be available for Astro to collect the Astro equipment from my premises. Failure to return the Astro equipment may result in additional charges.
- 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: | |
| <input type="text"/> | |
| Name: | |
| NRIC/Passport: | Date: |
| <input type="text"/> | <input type="text"/> |

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 dikirimi 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 seperti yang 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.

GENERAL TERMS & CONDITIONS FOR ASTRO IPTV SERVICES

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

1. DEFINITIONS AND INTERPRETATION

1.1 The following words have the below mentioned meanings, unless the contrary intention appears:

"Agreement" means the agreement between Astro and the Customer constituted by Astro's acceptance of the Customer's offer to subscribe for the Astro IPTV Services and other associated services (if applicable) in the Application Form.

"Application Form" means the Customer's duly completed application for registration to subscribe to the Astro IPTV Services and other associated services (if applicable) which has been accepted by Astro, the form and content of which is as set out overleaf.

"Astro" means Measat Broadcast Network Systems Sdn Bhd (240064-A) a company duly incorporated in Malaysia and having its registered address 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 IPTV Service" means an Astro branded bundled service offering comprising of the IPTV Service, Broadband Access Service and Voice Service brought to the Customer in consideration for payment of Subscription Fees.

"Astro IPTV Equipment" means the equipment which enables the Customer to gain access to and receive the Astro IPTV Services, comprising of the authorized Astro set top box ("Astro STB") or Astro personal video recorder ("Astro PVR"), as the case may be, remote control unit, Smart Card, Audio/Video High Definition Multimedia Interface (HDMI) cable, user guide, power adaptor, cord, optical network terminal, wireless router, ethernet cable, optical fibre cable and any other ancillary equipment/ material provided by Astro on a loan basis.

"Broadband Access Service" means broadband Internet access/service.

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

"Customer Request Date" or "CRD" means the date requested by the Customer in the application form for the supply, delivery, installation, activation of the Astro IPTV Services which includes Broadband Access Service and Voice Service (as the case may be).

"IPTV" means the transmission or delivery of television programming to viewers using Internet protocol over a telecommunications system.

"IPTV Service" means the delivery of television content offerings via IPTV and in particular, specific features like the availability of the Astro high definition channels ("Astro HD Service"), the Astro personal video recorder capability ("Astro PVR Capability"), video-on-demand and other interactive services via IPTV.

"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.

"MCMC" means the Malaysian Communications and Multimedia Commission, the regulator for communications and multimedia service providers.

"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 Astro in consideration for payment of Subscription Fees.

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

"Service Activation Test" means the applicable standard test(s) carried out by means of the applicable standard test(s) carried out by Astro to establish the Service(s) readiness.

"Smart Card" means the authorized card, containing a microchip, which when inserted in the Astro STB will permit the Customer to legitimately gain access and receive the Astro IPTV Services.

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

"Voice Service" means the voice telephone service provided by the network operator or telecommunications service provider for Astro IPTV Services.

"GST" means Malaysia Goods and Services Tax.

2. PROVISION OF SERVICE

2.1 Subject to acceptance by Astro of the Customer's application for the Astro IPTV Services, Astro agrees to provide the Astro IPTV Equipment and Astro IPTV Services to the Customer, in accordance with the terms and conditions of these General Terms & Conditions.

2.2 Upon submission of the Application Form, Astro shall conduct a verification and confirmation exercise to determine accuracy of the information to provide the Astro IPTV Service at the designated residential address and credit worthiness of the Customer. Where the Customer is an existing Astro Customer subscribing to the Astro DTH services whose application to subscribe to the Astro IPTV Services is accepted by Astro, the existing Customer agrees to surrender his existing Astro set top box(es) and in consideration of the existing Customer surrendering his existing Astro set top box(es), Astro shall waive the installation and activation charges of the Astro IPTV Equipment provided that such installation falls within the standard installation scope of work. Note that a standard installation comprises of the following: Fiber optic cabling from splitter (A) to point of entry (B), with surface casing (100 metres), Cat-5E cabling from ONU to WIFI router (D) with surface casing enclosure (5 metres), Cat-5E cabling from ONU to STB 1 (E) with surface casing enclosure (5 metres) and Cat-5E cabling from ONU to STB 2 with surface casing enclosure (15 metres).

2.3 The Smart Card shall be used only as part of the Astro IPTV Equipment in which it is installed. Use of unauthorised smartcards is strictly prohibited.

2.4 Unless prescribed otherwise, installation and activation charges of the Astro IPTV Equipment shall be borne by the Customer. The Customer shall ensure that the Customer residence (or the infrastructure of the Customer residence) is compliant with the prescribed installation and activation guideline for the Astro IPTV Equipment and access to the Customer residence is obtained for the installation and activation of the Astro IPTV Equipment and Astro IPTV Services. If the Customer wishes to relocate/transfer the Customer's subscription to a new address, the Customer may request to do so but it may be subject to further charges. In the event the re-installation/reactivation of the Astro IPTV at a new address may not be possible due to limitation in the existing infrastructure at the new address, in which case the Agreement will be terminated in accordance to Clause 8 below.

2.5 Installation and activation appointments of the Astro IPTV Equipment and Astro IPTV Services will be subject to the Customer's availability and the Customer or a person authorized by him or her must be present during such installation and activation works and signs off the completion of the installation and activation process.

2.6 In the event the Customer is unable to subscribe to Astro IPTV Services due to insufficient coverage areas, Astro may inform the Customer of the same and the Application Form will be kept in Astro's record as an application pending availability of Astro IPTV Services to the Customer. Where the Customer's Application Form is recorded as a pending application, Astro makes no guarantee or warranty to the Customer that Astro IPTV Services will be made available to the Customer. Astro shall not be held liable or responsible in the event that Astro is unable to provide the Customer with, or facilitate the availability of the Astro IPTV Services to the Customer.

3. USE OF Astro IPTV SERVICES

3.1 The Customer shall only use or view the Astro IPTV Equipment and/or Astro IPTV Services on television or other audio-visual equipment or any other authorised equipment at the residential address the Customer provided in the Application Form and only for the Customer's own private use.

The Customer is prohibited from displaying the programmes and content received through the IPTV Services in a public place or a commercial establishment such as a pub, bar, restaurant, club or café. The Customer is also prohibited from reselling the Astro IPTV Services or charging any fee to any person to view the programmes and content received through the IPTV Services.

Other than as permitted under these General Terms & 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 IPTV Services in any form whatsoever.

The Customer is prohibited from recording, copying or reproducing the IPTV Services or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (as amended or replaced from time to time).

The Customer further agree and acknowledge that the Agreement permits reception of the IPTV Services only in Malaysia, and reception outside Malaysia may constitute a violation of international copyright laws and other laws. Please be advised that theft, fraud, piracy or other unauthorised usage of the Astro IPTV Services/ Astro IPTV Equipment may subject the Customer to civil and criminal sanctions.

Astro may from time to time launch new services/programmes which the Customer may want to purchase. The Customer may purchase any new services/programs or the Customer may authorise any other person to do so in the Customer's household. The Customer acknowledges that any person who has access to the Astro STB/ Smart Card may purchase such new services/programs on the IPTV Service and the Customer will be responsible to pay for all such charges.

The Customer is solely responsible for ensuring that no one uses the Astro STB/ Smart Card assigned to the Customer without the Customer's authorisation.

If the Customer wishes to protect against such 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.

In the event the Astro IPTV Services is unable to be installed and/or to be rectified and the Astro IPTV Services still cannot be rendered at the end one (1) month period from the date of installation, Astro may immediately terminate the Astro IPTV Services and charge the Customer a reasonable sum for all work done in preparation for the installation and/or activation of the Astro IPTV Services. In the event the Astro IPTV Services includes the Voice Service, then the Customer is subject to the Voice Service terms and conditions. Which shall be provided to the Customer by the network operator or telecommunications service provider providing such Voice Service.

4. MINIMUM SUBSCRIPTION PERIOD

4.1 The Customer agrees to maintain and keep the Customer's Astro account active for a minimum continuous period of 24 months from the date of activation of the Astro IPTV Services.

Further, the Customer also agree that in the event the Customer terminates or otherwise causes the deactivation of the Astro IPTV Services at any time during the said 24 months period for any reason whatsoever, including without limitation, by failing or refusing and/or neglecting to pay the Subscription Fees as and when due, an agreed fee of (RM106) (GST incl.) per month for every remaining month of the Minimum Subscription Period shall be charged to the Customer's Astro account.

If at any point in time the Customer's subscription to the Astro IPTV Services is terminated either by the Customer or Astro for any reason whatsoever, the Customer shall contact Astro within thirty (30) days from the termination date of the Astro IPTV Services to arrange for the collection of the Astro IPTV Equipment by Astro at no cost to the Customer.

If the Customer does not contact Astro for the collection of the Astro IPTV Equipment within the aforesaid time period, all charges incurred by Astro to enforce the retrieval and the cost of the Astro IPTV Equipment shall be borne by the Customer and charged to the Customer's Astro account.

In the event that the Customer wishes to re-subscribe to the Astro IPTV Services, the aforesaid Astro IPTV Equipment not returned by the Customer is not authorized for re-subscription.

5. SECURITY DEPOSIT, BILLING AND PAYMENT TERMS

5.1 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.

5.2 The Customer shall receive his/her Astro bill via e-mail at the e-mail address provided by the Customer in the Application Form.

5.3 The Customer shall pay his/her Subscription Fees on a monthly basis or such other basis as Astro may allow from time to time.

The Subscription Fees, for the payment period which the Customer have elected, must be paid in full for such period, in advance either by cash, cheque, money order or bank draft.

The Customer may also select to pay the Subscription Fees by credit card or direct debit from the Customer bank account by authorising Astro in the Application Form.

Astro will send the Customer a statement of account for the Subscription Fees, but the Customer will be responsible for prompt payment even if the Customer does not receive the statement of account.

Any statement of account shall be deemed to be accepted by the Customer after 30 days from the date thereof and the Customer shall not thereafter be entitled to raise any objection in relation to the same.

For the avoidance of doubt, nothing herein shall preclude Astro from correcting at any time any error or discrepancy in the amount stated in the statement of account.

Any advance payments made by the Customer may only cover the Customer current selection of Programming Packages, and may not cover other services or special events purchased by the Customer during any billing period. In such event, the Customer agrees to pay promptly the prescribed fee for such services or special events upon being billed by Astro.

In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions and GST or tax of similar nature where applicable.

The Customer agree to pay Astro all fees, penalties and handling charges for cheques made payable to Astro and returned unpaid by the Customer's bank. In addition, the Customer agrees to pay all reasonable costs and attorneys' fees incurred by Astro in recovering any amounts due from the Customer.

Should the Customer wish to change the Customer's selection of Programming Packages at any time after the initial registration, the Customer will be charged an administrative fee of RM10.60 (GST incl.) for each change request, whether it is to add or remove or replace any Programming Packages.

Should the Customer wish to change the Customer's selection of Broadband Access Service 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.

Upon Astro's acceptance of the request to change the Customer's selection of Broadband Access Service speed, the Minimum Contract Period of twenty four (24) months shall re-commence on the date the Astro IPTV Services is modified and activated by Astro and shall be extended accordingly for another twenty-four (24) months or such other agreed period thereafter and this shall be the new Minimum Contract Period.

The administrative fee is equivalent to the monthly fee of the higher Broadband Access speed from which the Customer is downgrading from.

Overdue Payments. For every 30 days that the Customer's Astro account is overdue by an amount of more than RM10.60 (GST incl.), Astro reserves the right to charge the Customer a late payment fee of RM10.60 (GST incl.) to the Customer's account for administrative costs. In addition, Astro reserves the right to suspend or terminate the Customer access to the Astro IPTV Services at any time without notice to the Customer, if payments are not received when due.

Astro may also set-off any amounts credited to the Customer against any amounts the Customer owes to Astro. Astro may at its discretion appoint any third party to perform its billing services in relation to the Astro IPTV Services.

6. RIGHTS RESERVED BY ASTRO

6.1 Astro shall be entitled at its sole discretion to revise the Astro IPTV Services and the Subscription Fees or the structure of the Subscription Fees at any time and will use reasonable endeavours to notify the Customer of such revisions. Astro reserves the right and shall be entitled at any time to: (1) add, delete or make changes to the Astro IPTV Services, (2) add or substitute alternative programming or new channels, (3) terminate or discontinue any of the channels included in the IPTV Services, alter the number of channels and price of each Programming Package, alter the number of Programming Packages or, (4) reduce the number of hours of broadcast of any of the channels included in the IPTV Services, (5) upgrade or update any software currently in use in the Astro IPTV Equipment, (6) upload or download any data or information in the Smart Card, (7) in respect of the Broadband Access Service manage the Customer's bandwidth, reducing the speed or suspend or terminate the Broadband Access Services if the Customer uses the Broadband Access Services excessively or unreasonably or in breach of the fair usage policies as determined by Astro from time to time or maximum download cap. Astro shall be under no liability whatsoever to the Customer if any of the rights reserved in this clause 6 are exercised by Astro, and the Customer shall remain liable to pay the Subscription Fees in full. Astro also reserves the right at any time and from time to time to amend these General Terms & Conditions and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect as from such date as Astro may determine. The Customer may be notified of such amendments through written notice, electronic mail, Astro's website or such other form as Astro may deem appropriate. The Customer's continued use of the Astro IPTV Equipment and/or subscription to the Astro IPTV Services will constitute acceptance of the amendments. If the Customer is not agreeable to any of these General Terms & Conditions or any amendments thereof, the Customer may terminate the Astro IPTV Services in accordance with clause 8 below.

7. YOUR REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

7.1 The Customer hereby represents, warrants, covenants and undertakes with Astro, by his offer to subscribe for the Astro IPTV Services, that:

- a) the Customer is over 21 years of age and resides in Malaysia;
- b) the information provided by the Customer in the Application Form is accurate and truthful;
- c) the address listed in the Application Form is a residential dwelling unit and is the address at which the Customer will receive the Astro IPTV Services. The IPTV Services will be used solely for the Customer's private viewing at such address and the IPTV Services will not be displayed in a public place, hotel, pub, bar, restaurant, club, cafe or other commercial establishments. The Customer will not resell the Astro IPTV Services or impose any charge on others to view the IPTV Services, nor will the Customer rebroadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the IPTV Services in any form whatsoever. The Customer will not use the Astro IPTV Equipment and/or Astro IPTV Services in any way not authorized by the Agreement. The Customer will not record, copy or reproduce the IPTV Services or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (as amended or replaced from time to time). The Customer will not use the Astro IPTV Equipment and/or Astro IPTV Services in any way not authorized by the Agreement;
- d) the Customer will immediately notify Astro of any change in the information listed on the Application Form and any other information provided or communication made to Astro, including but not limited to billing, information or communication in connection with the charging of the Customer's credit card or debiting of the Customer's bank account, as well as the discovery of any theft, piracy or other unauthorized usage of the Astro IPTV Services (including usage of the Astro IPTV Services outside Malaysia) or any fraud against Astro. In such cases, the Customer shall report immediately to Astro when he/she discovers any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Astro IPTV Services and/or the Astro IPTV Equipment and lodge a police report if required to do so and provide a copy of such police report to Astro;
- e) The Customer consents to the use and processing of any and all of the Customer's Personal Data for the purposes of
 - (i) providing the Astro IPTV Services;
 - (ii) marketing any products or services of Astro, its affiliates and/or Astro's business partners, including any promotional campaigns;
 - (iii) complying with any statutory or legal obligations;
 - (iv) credit checking; and
 - (v) any other activities which are ancillary to the Astro IPTV Services. The Customer also consents to the disclosure by Astro of any and all of the Customer's Personal Data to
 - (i) Astro's affiliates;
 - (ii) any telecommunications provider which Astro has an arrangement with in connection with the Astro IPTV Services;
 - (iii) Astro's agents, auditors and advisers and those of Astro's affiliates;
 - (iv) any other parties which provides retail products and services (for the purposes of marketing activities);
 - (v) any organization which provides credit checking services and/or debt recovery; and
 - (vi) any entity or person, the disclosure to which is reasonably necessary or desirable for the provision of the Astro IPTV Services. The Customer also consents to the transfer by Astro of the Personal Data to locations outside Malaysia for any of the purposes set out above.

Astro may also disclose the Customer's Personal Data when it is required or requested to do so by law, a court order or an order from any government or law enforcement authority or regulatory agency (including, without limitation, the police and the Malaysian Communications and Multimedia Commission); if Astro reasonably believes that it had a lawful right to disclose the Customer's Personal Data to any third party or that it would have had the Customer's consent for such disclosure if the Customer had known of the same; and/or if Astro's disclosure to any third party is in the public interest.

The Customer's Personal Data will be obtained from the Customer at the time of subscription for the Astro IPTV Services or as may be requested from the Customer by Astro at anytime thereafter or from existing Personal Data which had been collected by Astro previously.

The Customer may, upon payment of a prescribed fee, request for access to or correction of the Customer's Personal Data or for limiting the processing of the Customer's Personal Data at any time hereafter by submitting such request to Astro in writing via registered post to the "Personal Data Protection Officer" at MEASAT Broadcast Network Systems Sdn Bhd, Astro All Asia Broadcast Centre, Peti Surat

10148, 50704 Kuala Lumpur or by email (which should be sent from the email address registered with Astro) to pdpo@astro.com.my. Any inquiries or complaints with respect to the Customer's Personal Data should also be channelled to Astro in this manner.

Provision of all of the Customer's Personal Data as may be requested by Astro is required for the processing of the Customer's subscription for the Astro IPTV Services.

Failure to provide the same may result in Astro not being able to provide the Astro IPTV Services to the Customer.

The Customer represents and warrants that the consent of third parties (e.g. family member/friend) whose Personal Data the Customer has been provided in the Application Form and disclosed to Astro has been obtained to allow Astro to process the same for the Purposes as set out in the Privacy Notice.

In relation to clause 7 e) (v) above, in the event that the Customer has an outstanding fee/monies due to Astro at any point in time, Astro may provide the Customer's Personal Data to a credit checking and/or reporting agency;

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

g) Service Acceptance

(i) Upon successful installation, the Customer shall execute a service acceptance form to indicate the acceptance of the Astro IPTV Services. The service acceptance form is to be returned to Astro and/or its authorized installer on-the-spot after the installation of the Astro IPTV Equipment at the service installation address;

(ii) The Customer shall, at no charge to Astro and/or its authorized installer, provide Astro's authorized installer with such assistance, co-operation, facilities and environmental conditions for supply, delivery, installation and commissioning of the Astro IPTV Services including but not limited to the housing of the Astro IPTV Equipment, secure and constant electricity supply, the back-up supply and other electrical installations or fittings to enable the installation and activation of the Astro IPTV Services at the Customer's own cost;

(iii) If the Astro IPTV Services include Voice Service, the Voice Service provider shall allocate a telephone number to the Customer but such number shall remain the property of the Voice Service provider and maybe subject to additional charges if so determined by the MCMC. The Voice Service provider may be required under any direction or any law or for any other reason change the phone number assigned to the Customer. The Voice Service provider will do their best to give the Customer notice of any change required. The Voice Service provider will not be liable for any costs which the Customer or anyone else may incur as a result of such change;

(iv) In the event the Astro IPTV Services cannot be installed and/or activated on the agreed CRD as stated in the Application Form ("Initial CRD") due to:

- a) The Customer's failure to make the premises ready and available for installation; or
- b) The Customer's failure to obtain the necessary permissions, approvals, consents and licenses; or
- c) The Customer's request to change the CRD; or
- d) Any reason whatsoever which is not due to Astro's and/or its authorized installer's fault.

The Customer may request to change the Initial CRD to another date at least three (3) days before the Initial CRD. The Customer is allowed to change the CRD twice after the Initial CRD but in any event no later than one (1) month from the Initial CRD.

Astro and/or its authorized installer shall carry out the Service Activation Test(s) after installation and may automatically activate the Service(s) upon the successful completion of the Service Activation Test(s) without prior notice to the Customer.

Notwithstanding anything to the contrary herein, for Service(s) which do not require installation, Astro and/or its authorized installer may automatically activate the Service(s) within such period as Astro may specify from the date where the Customer's account for the Service(s) is registered by Astro, without notice to the Customer.

h) The Customer consents to Astro and/or its authorized installer shall charge customer the standard support fees for the following circumstances:

- i. Replacement of the WiFi equipment that has been misused or damaged or lost by the end-user.
- ii. Repair or replacement of any damaged cabling between the WiFi device and the ONU within the end-user's home.
- iii. Any remedial action required due to end-user's tampering or unauthorized or 3rd party repair performed by the end-user or agents acting on its behalf.
- iv. Any subsequent WiFi connectivity troubleshooting between the supplied WiFi AP device and any of the end-user's WiFi client devices.
- v. Where there are any signs of tampering of the warranty label on any equipment.
- vi. Replacement of the WiFi equipment that is out of warranty.

j) The Customer consent to Astro and/or our authorised representatives and/or registered contractors to install and activate the Astro IPTV Equipment and any other requisite equipments and cabling necessary for the provision of the Astro IPTV Services within the Customer premise and the Customer shall provide a television which is able to receive High Definition transmission and which is compliant with the prescribed installation and activation guideline for the Astro IPTV Services;

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

l) The Customer shall not resell or sublet or transfer or provide the Astro IPTV Services and/or the Astro IPTV Equipment to anyone;

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

n) adhere to all instructions and notice given by Astro from time to time in respect of the use of the Astro IPTV Equipment;

o) return and surrender the Astro IPTV Equipment to Astro in the same condition as and when it is provided to the Customer (fair wear and tear excepted) upon termination and/or expiry of the Astro IPTV Services, failure of which the Customer shall be liable to pay Astro an agreed fee of RM1,590.00 (GST incl.);

p) if the Customer purchase an External Hard Disk Drive (EHDD) for purpose of recording, the Customer shall be responsible for the EHDD and Astro will not be liable to the Customer in any circumstances relating to the EHDD. If the Customer purchases other equipment (including a wireless router), the Customer shall be responsible for such equipment and Astro will not be liable to the Customer in any circumstances relating to such equipment; and

q) The Customer hereby agrees to indemnify and shall keep indemnified Astro from

any loss, damage, liability or expenses arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Astro IPTV Services or part thereof and from all other claims arising out of any of the Customer act or omission or any unauthorized use or exploitation of the Astro IPTV Services or part thereof including but not limited to the Customer

- (i) transmitting or provide any content which may be defamatory, offensive, indecent, harmful, damaging, destructive, illegal or otherwise violate any applicable laws, rules or regulations;
- (ii) making or attempting to make any unauthorized access to any part or component of the Broadband Access Services, the Internet/broadband services provider's network or any third party's system or networks;
- (iii) disrupting other networks that may be connected to the Broadband Access Services or violating the regulations, policies or procedures of such networks;
- (iv) violating or infringing (in any manner) the right of any party, including but not limited to their intellectual property or confidentiality rights.

8. SUSPENSION AND TERMINATION

8.1 Astro shall have the right, in its sole discretion and without notice or compensation, to bar, cancel, disconnect, suspend or terminate the Customer access to any part or all of the Astro IPTV Services if

- (a) the Customer breaches any of the terms or conditions or representations and warranties made herein; or
- (b) the Customer uses the Astro IPTV Equipment in a manner not permitted by the Agreement or determined inappropriate by Astro; or
- (c) requested by any governmental body or regulatory authority; or
- (d) Astro is unable to provide the Service(s) continuously for thirty (30) days due to force majeure including but not limited to the Act of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, flood, Equipment, computer electrical and power failure, fault, interruption or disruption of Our or other Service Providers' network, blind-spot, riot, strikes, lock-out, industrial dispute or epidemics of infectious disease, Astro may terminate this Agreement by giving thirty (30) days written notice to You.
- (e) Astro has reason to believe that the Astro IPTV Services is used for purposes which may breach any laws or regulations.

Subject to clause 4, the Customer may suspend or terminate the Astro IPTV Services by giving a minimum of one (1) month written notice.

If the Astro IPTV Services is suspended or terminated either by the Customer or by Astro, the Customer shall remain liable to pay the full Subscription Fee for the entire billing month in which the suspension or termination occurred, all amounts due from the Customer prior to such suspension or termination and the agreed fee of RM100 per month for every remaining month of the contract in the event the suspension or termination is within the 24 months minimum subscription period as provided in clause 4 herein.

If the Customer is a user of the Astro PVR, and if at any point in time does not wish to use the recording functionality, the Customer shall provide Astro with a minimum one (1) month prior written notice and Astro shall arrange for the collection of the Astro PVR and its accessories and provide the Customer with an Astro STB.

If the Customer fails to inform Astro, the Customer shall continue to pay Astro for the monthly recording service fee up to the date of the collection of the Astro PVR. Please note that any existing recordings that the Customer has made in the Astro PVR/EHDD shall not be retrievable or transferable to another device.

If later the Customer chooses to exchange and upgrade again to the Astro PVR, a prescribed retrieval and/or installation and set up charges will be payable to the Customer to the authorized Astro installer.

If at any point in time the Customer subscription to the IPTV Service is terminated either by the Customer or Astro for any reason whatsoever, the Customer shall contact Astro within thirty (30) days from the termination date of the IPTV Service to arrange for the collection of the Astro IPTV Equipment and its accessories by Astro at no cost to the Customer.

If the Customer does not contact Astro for the collection of the Astro IPTV Equipment and its accessories within the aforesaid time period, all charges incurred by Astro to enforce the retrieval of the Astro IPTV Equipment and its accessories shall be borne by the Customer and charged to the Customer's Astro account. For reactivation of the Astro IPTV Services, the Customer will be charged an administrative fee of RM21.20 (GST incl.) or such other prescribed amounts as may be charged by Astro from time to time.

All due amounts must be paid before the Astro IPTV Services can be reactivated. Notwithstanding the above, Astro may in its sole discretion and without any liability to the Customer suspend or terminate the Astro IPTV Services at any time for any reason whatsoever.

If the Customer has not breached the Agreement and Astro suspends or terminates the Customer access to the Astro IPTV Services, the Customer will be responsible only for payment of Subscription Fees up to the date of such suspension or termination and any amounts due prior to such date.

The Agreement shall automatically terminate no later than one (1) month in the event any equipment or combination thereof, including hardware and software used by Astro in the transmission of its Astro IPTV Services, become affected in their performance and/or functionality so as to render it impossible or Astro to continue to provide the Astro IPTV Services. In such event the sole extent of Astro liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

9. EXCLUSION OF ASTRO LIABILITY

9.1 Astro is not responsible nor liable to the Customer for interruptions, any programmes that are erased, deleted or cannot be retrieved from the Astro PVR or EHDD for any reason whatsoever, suspension or termination of the Astro IPTV Services for any reason whatsoever whether or not within its control, including, but not limited to, the failure of power, transponders, satellite or satellite transmissions, telecommunications network, satellite ground control equipment, signal processing and uplink equipment, acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion, acts or regulations by the government (including the withdrawal of consents, permits or licences) or failure, termination or cessation by third parties to provide programming/channels, services or bandwidth included in the Astro IPTV Services ("Force Majeure Events").

Due to the wireless nature of WiFi, devices connected to the WiFi device would experience a reduction of quality from increasing latency, jitter, packet loss, which reduces the access speeds in accessing the internet. Astro and its broadband service providers does not guarantee quality or throughput of broadband access through WiFi connected devices.

Astro will not be liable to the Customer for any refunds of the Subscription Fee, or any other claims or for any costs incurred by the Customer in obtaining substitute services, nor for any loss of profits or business or other direct, indirect, special, incidental or consequential damages, even if Astro has been advised in advance that such loss may occur.

Astro has no liability to the Customer for problems with the Astro IPTV Equipment or damage arising from the Customer's use of the Astro IPTV Equipment caused by the Customer own act, negligence or omission.

Where the Customer has caused damage to the Astro IPTV Equipment by the Customer's own act, negligence or omission, Astro will assist to repair/replace the

Astro IPTV Equipment and any such cost in relation to or arising out of such repair/replacement shall be charged to the Customer's Astro account.

Astro has no responsibility nor liability whatsoever for interruption or loss of Astro IPTV Services arising directly or indirectly from the installation of the Astro IPTV Equipment, EHDD and/or SMATV system trunking (where applicable) or any other equipment by any unauthorised third party.

The Customer agrees to indemnify Astro and keep Astro indemnified against all losses, damages and claims, including for injury or death or damage/loss to property, arising from the use of the Astro IPTV Services or the Astro IPTV Equipment by the Customer or any third party.

The Customer agrees to comply with the fair usage policies as determined by Astro from time to time.

The fair usage policies can be found at www.astro.com.my or such other websites as determined by Astro from time to time. Astro may, at its discretion, also apply a maximum download cap for the Broadband Access Service.

Astro makes no warranties or representations whatsoever with respect to the content of the programming included in the Astro IPTV Services, in particular Astro does not guarantee the sequence, accuracy, completeness, timeliness or the security of any data or information contained in the Astro IPTV Services and shall not be liable for any claim arising out of any act or omission by Astro or any act or omission by the Customer, including claims for loss or damage, libel, slander, personal injury, damage to property or any other loss arising howsoever caused. Notwithstanding any other terms herein, the Customer agrees that the maximum liability of Astro to the Customer or any third party for any cause of action (whether in contract, tort or other causes of action) shall in no event exceed RM200.00.

Astro, its service providers and/or its other affiliates shall not be liable for any loss and/or damage whether direct, indirect, consequential, incidental, punitive, aggravated or exemplary, including, without limitation, loss of profit, lost savings, and loss of revenues suffered by the Customer or any third party or any injury caused to or suffered by a person or damage to property arising from or occasioned by any unauthorized access to the Customer's data even where the access occurs as a result of a fault in Astro service providers' network or any other equipment or software owned, operated or supplied by its service providers.

10. Without prejudice to the abovesaid provisions, the following provisions apply to the Astro PVR or the EHDD. The Astro PVR or the EHDD gives the Customer the ability to watch and record televised programmes ("Content").

In order to have access to any recorded programmes, the Customer must currently subscribe to the corresponding channels/package.

Astro does not guarantee the timeliness, access to or recording quality of any particular programme.

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

Astro will have no liability to the Customer or anyone else who uses the Astro PVR or the EHDD for the recording quality of the Astro PVR or the EHDD with regard to any Content.

Astro will not be liable to the Customer, any user or third party for any losses or damages, however classified or categorised, arising out of or related to the use or non-use, misuse, availability or reliance on the Astro PVR or the EHDD, the Astro IPTV Services or any other services made available notwithstanding the fact that Astro has been notified of the possibility of such losses or damages.

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

11. LICENCE.

The Customer is subject to the following licence terms. The term "Software" shall include any updates, modified versions, additions and copies of certain software forming part of the Astro PVR or EHDD that may be provided by Astro from time to time. The use of the Software shall be subject to the Customer agreement to the following:

(a) The Customer may use the Software solely in executable code form and solely in conjunction with the Astro PVR or the EHDD;

(b) The Customer may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. The Customer may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software. Any attempt to transfer any of the rights, duties or obligations of this licence is void. The Customer may not rent, lease, load, resell or distribute the Software, or any part thereof, or attempt to install or connect the Astro PVR or the EHDD or any part thereof in any manner to any removable equipment for copying, transfer, storage of recorded programmes for any purpose in any form and/or media;

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

(d) This licence will be automatically terminated immediately if the Customer breach any terms and condition herein;

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

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

11.1 The Astro IPTV Service is provided on "as is" and "as available" basis. The Customer and acknowledges that he/she must use the Astro IPTV Service and rely on information obtained through it at his own risk. Astro does not make any representation and disclaim any warranties of any kind in relation to the Astro IPTV Service including but not limited to availability, accessibility, timeliness or security of any content or information transmitted or obtained using the Astro IPTV Service or provided to the Customer as part of the Astro IPTV Service. Astro also disclaims any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.

11.2 Astro does not guarantee or warrant that the Astro IPTV Service will be free from any fault, error or interruption nor will Astro be liable for any inability to use or access the Astro IPTV Service, or for the interruption, delay or failure of the Astro IPTV Service.

11.3 Astro will not be liable to the Customer or any person claiming through the Customer for any costs, loss or damages (whether direct or indirect), or for loss of revenue or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any nature whatsoever due to any non-

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

11.4 Astro and its service providers will not offer any guarantees for compatibility of the customer's equipment (e.g., Personal Computer, Notebook, printers) nor provide onsite troubleshooting for WiFi service issues related to the customer's equipment.

12. Astro FreeSat Services.

Astro may at its sole discretion at any point in time:

- (i) provide its Astro FreeSat Services* to the Customer; and
 - (ii) replace the Reception Equipment with the necessary reception equipment for the reception of the Astro FreeSat Services ("Astro FreeSat reception equipment").
- Activation of the Astro FreeSat Services under this Clause 12 shall not extinguish any outstanding Subscription Fees and/or monies which is due from the Customer to Astro.

Title to the Astro reception equipment for the Astro FreeSat Services shall remain with Astro. Astro may at any time, with no liability to the Customer deactivate or discontinue the Astro FreeSat Services, without giving any notice or assigning any

reason to the Customer in which event, the Customer shall immediately arrange for the return of the Astro FreeSat reception equipment whether formally demanded or not, within thirty (30) days from the date of discontinuation of the Astro FreeSat Services by arranging for Astro to collect the Astro FreeSat reception equipment at no cost to the Customer. All charges that are incurred by Astro to enforce the retrieval of the Astro FreeSat reception equipment shall be borne by the Customer and charged to his Astro account should he fail to return the Astro FreeSat reception equipment within the prescribed period. The provision of the Astro FreeSat Services is subjected to the Astro General Terms & Conditions with the exception of Clause 5 (Payment Terms) unless the Customer opts to re-subscribe to the Services.
*Astro FreeSat Services means the free-to-view television services provided by Astro which services and/or channel selection are provided by Astro solely at its discretion and on "as is" basis.

13. NOTICES AND CORRESPONDENCES.

13.1 Any communication or notice to Astro, other than a notice to the Personal Data Protection Officer, should be in writing to the address stated overleaf or to Peti Surat 10335, 50710 Kuala Lumpur and marked for the Attention of the "Customer Management Division". All correspondence and notices by Astro to the Customer will be sent in writing to the most recent mailing address provided by the Customer to Astro or to the address stated on the Application Form or by email to the Customer's email address registered with Astro or published on Astro's website or in such other form or via such other medium as Astro may deem appropriate. 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.

14. ASSIGNMENT

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

15. RIGHT OF RECISSION UNDER THE DIRECT SALES AND ANTI PYRAMID SCHEME ACT 1993.

15.1 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 contract based on these General Terms & Conditions before the expiry of the cooling off period set out in the Application Form.

16. GOVERNING LAW AND JURISDICTION

16.1 The Agreement is governed by the laws of Malaysia