

GENERAL TERMS AND CONDITIONS FOR ASTROBIZ SERVICES

These general terms and conditions ("**AstroBIZ General Terms & Conditions**") are intended to regulate the use of the Reception Equipment and the AstroBIZ Services. If a Customer has subscribed to the AstroBIZ 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 AstroBIZ General Terms & Conditions. In the event there is any conflict, the Campaign Terms & Conditions shall prevail.

1. DEFINITIONS

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

"Agreement" means the agreement between Astro and the Customer constituted by Astro's acceptance of the Customer's offer to subscribe to the AstroBIZ Services in the Application Form, including these AstroBIZ General Terms & Conditions, Proposal Letter from Astro and, as applicable, any Campaign Terms and Conditions.

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

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

"AstroBIZ Services" means any services, including the Programming Package, provided by Astro to the Customer in consideration of the Subscription Fees. The AstroBIZ Services may also include interactive and other special services made available to the Customer by Astro utilizing the Reception Equipment. AstroBIZ Services does not include Public Viewing Event Packages and licenses from licensing bodies such as a Collective Management Organization for showing, playing, performing and communicating copyrighted works to the public.

"Customer" means a Commercial Establishment or a Hospitality Establishment named in the Application Form that is subscribing to the AstroBIZ Services in accordance with this Agreement.

"Collective Management Organization" means a body corporate operating as a collective management organization for copyright owners, authors or performers as defined under the Copyright Act 1987.

"Commercial Establishment" means the registered business entity that owns and/or occupies the Premises for the purpose of business or trade, and which is not a Hospitality Establishment that is subscribing to the AstroBIZ Services in accordance with the Agreement.

"Common Area" means any area that is within the Premises to which is generally available for access or open to the members of the public and includes but not limited to any public area such as lobby, lounge, gym, restaurant, club, pub, convenience or gift stores, elevator, car park, pool side or park.

"Content" means the content made available by Astro to the Customer as part of the Programming Package, which may include televisions channels, radio channels, and on-demand content, pay-per-view, premium/special events.

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

"Hospitality Establishment" means the registered business entity that provides room and board services and facilities at the Premises specified in the Application Form that is subscribing to the AstroBIZ Services in accordance with the Agreement.

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

"Premises" means the address and/or location used for the purposes of business or trade which the Customer has specified in the Application Form and where the AstroBIZ Services are made available.

"Programming Package" means the selected package of Content provided by Astro to the Customer in consideration of payment of Subscription Fees.

"Proposal Letter" means the letter issued by Astro to Customer containing information about the Subscription Fees, Programming Package, Reception Equipment and if applicable additional terms in addition to the AstroBIZ General Terms & Conditions. The additional terms and conditions of the Proposal Letter are to be read together with AstroBIZ General Terms & Conditions, and unless specified otherwise in the Proposal Letter, the AstroBIZ General Terms & Conditions shall prevail in the event of conflict.

"Public Viewing Event Packages" means an event where broadcast coverage of a sports event or any other event on the Astro channels and services is made available for exhibition to, and viewing by, an audience (whether members of the general public or otherwise) in any place other than a private dwelling and where: (i) a direct or indirect admission fee is charged for entry; and/or (ii) sponsorship or other commercial rights of association are exploited in relation to the event; and/or (iii) a commercial benefit is gained from staging the event in any other way; and/or (iv) the staging of the event is not within the Customer's ordinary course of business.

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

"Smart Card" means the authorised card, containing a microchip, which, when inserted in the Astro authorised digital multimedia terminal permits the Customer to legitimately gain access to and receive the AstroBIZ Services.

"Subscription Fees" means the fees payable by the Customer to Astro for the AstroBIZ Services and any additional services subscribed or opted for by the Customer.

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

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

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

2. RECEPTION EQUIPMENT AND INSTALLATION

Reception Equipment

- 2.1 The Customer shall receive the AstroBIZ Services only using Reception Equipment which has been authorised by Astro. It is the Customer's responsibility to obtain the necessary Reception Equipment from an authorised Astro dealer and to ensure that the Reception Equipment is installed and maintained by an authorised Astro installer. The ownership of the Reception Equipment remains with Astro, whilst the Smart Card which ownership remains with the relevant third-party manufacturer or supplier at all times. The Customer shall not resell or sublet or transfer or provide the AstroBIZ Services and/or the Reception Equipment to anyone. The Smart Card shall be used only as part of the Reception Equipment in which it is installed.
- 2.2 The Reception Equipment shall be used only by the Customer solely for the purpose of receiving the AstroBIZ Services in accordance with this Agreement at the Premises which the Customer has registered with Astro. Any other use of the Reception Equipment is prohibited, including the use of the Reception Equipment with unauthorised smart card.
- 2.3 Customer shall keep the Reception Equipment under the Customer's control, possession and custody at the Premises and not to allow the Reception Equipment to move other location without Astro's express authorisation.

- 2.4 Notwithstanding anything contained in the Agreement, the Customer shall not own the Smart Card and Reception Equipment. Title and all equitable and legal rights in the Smart Card, including all algorithms, software or other intellectual property embedded in the Smart Card shall vest in and remain with the relevant third-party manufacturer or supplier. If the Customer's Smart Card is lost or damaged, the Customer may obtain a replacement from Astro by paying the replacement fees at the rate as published on the [AstroBiz Services website](#) and may be subject to revision at any time and from time to time as Astro deems fit.
- 2.5 Astro shall be responsible for the maintenance of the Reception Equipment as long as the Customer maintains his subscription to the AstroBIZ Services, subject to the Customer: (i) using the Reception Equipment for its intended purpose, adhering to all instructions and notices given by Astro from time to time in respect of the use of the Reception Equipment; (ii) not abusing, misusing or damaging the Reception Equipment; and (iii) maintaining and safeguarding the Reception Equipment in good working condition, fair wear and tear excepted.
- 2.6 Astro may, with reasonable prior notice to the Customer, conduct periodic maintenance and/or change, repair, replace, or retrieve the Reception Equipment as Astro deems necessary to enable the Customer to enjoy the AstroBIZ Services. The Customer shall allow authorised Astro personnel access to the Customer's Premises for the aforesaid purpose.
- 2.7 If the Reception Equipment is damaged, lost or stolen whilst under the Customer's custody, the Customer should notify Astro promptly. Astro reserves the right to charge the Customer for the cost for the repair and/or replacement of the Reception Equipment. Notwithstanding the aforesaid, the Customer shall be charged a service fee for the logistics cost of a technician's visit to the Customer's Premises for any periodic maintenance and/or to change, repair, replace, retrieve the Reception Equipment. Such service fee rates are published on the [AstroBiz Services website](#) and may be subject to revision at any time and from time to time as Astro deems fit.
- 2.8 Subject to Clause 8 (Suspension and Termination) below, if the AstroBIZ Services are discontinued or terminated at any time for any reason whatsoever either by the Customer or Astro, the Customer shall allow Astro and/or its authorised personnel to retrieve the Reception Equipment from the Customer's Premises, failing which Astro reserves the right to charge and the Customer shall be liable to pay Astro the cost of the Reception Equipment. The Customer shall return and surrender the Reception Equipment to Astro in the same condition it was when it was initially provided to the Customer, fair wear and tear excepted, failure of which shall result in the Customer being liable to pay Astro the cost of the Reception Equipment. If the Customer wishes to re-subscribe to the AstroBIZ Services following termination, any Reception Equipment not returned by the Customer at the time of termination may not be authorised by Astro for use in respect of the new subscription.
- 2.9 The Customer shall use and maintain the Reception Equipment in accordance with instructions provided by Astro from time to time, whether in writing or otherwise.
- 2.10 The following terms shall apply in respect of any Software that may be used by the Customer as part of the AstroBIZ Services and/or in the Reception Equipment:
- (i) the Software embedded in the Reception Equipment is of a proprietary and confidential nature;
 - (ii) the Customer may use the Software solely in executable code form and solely in conjunction with the Reception Equipment;
 - (iii) the Customer may not by himself or through any third party, in any way whatsoever, directly or indirectly:
 - (a) copy, reproduce, transfer or distribute the Software, or any copy thereof, in whole or in part;
 - (b) modify, adapt, alter, translate, or create derivative works from the Software or part thereof;
 - (c) merge or incorporate the Software or part thereof embedded in the Reception Equipment with or into any other algorithm or software;
 - (d) reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software; and
 - (e) rent, lease, load, resell or distribute the Software, or any part thereof, or attempt to install or connect the Reception Equipment or any part thereof in any manner to any removable equipment for copying, transfer, storage of recorded programmes for any purpose in any form and/or media.

- (iv) the Software is licensed, not sold, to the Customer for use only under the terms of this Agreement, 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;
- (v) any attempt to transfer any of the rights, duties or obligations of this licence is void. This licence will be automatically terminated immediately if the Customer breaches any term or condition herein;
- (vi) Astro reserves the right, in respect of the Reception Equipment, to: (a) alter the Software; (b) alter the features and/or functionality; (c) provide data and content to the Reception Equipment; (d) store data and content on the hard disk drive; and (f) send electronic messages to the Reception Equipment through periodic downloads;
- (vii) the Customer consents to Astro upgrading and/or updating Software currently used in the Reception Equipment or uploading and/or downloading any data or information in the Smart Card at any time at its sole and absolute discretion;
- (viii) Astro will use commercially reasonable efforts to schedule any downloads to minimize interference with or interruption to the AstroBIZ Services, but shall have no liability to the Customer for any interruptions in the Reception Equipment and the AstroBIZ Services arising out of or related to such downloads; and
- (ix) neither Astro nor any of its representatives makes or passes on to the Customer or other third party, any warranty or representation on behalf of Astro or its suppliers with respect to the Reception Equipment or the Software, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.

Installation

- 2.11 Unless prescribed otherwise, installation charges shall be borne by the Customer.
- 2.12 The Customer shall ensure that the Premises (or the infrastructure of the Premises) is compliant with the prescribed installation and activation guidelines for the Reception Equipment and access to the Premises is obtained for the installation and activation of the Reception Equipment.
- 2.13 If the Customer's Premises is in an apartment complex, co-operative, condominium project or such similar multi-dwelling unit, the Customer shall obtain the necessary consent and approval from the respective developer, building management corporation or the building owner prior to the installation, maintenance, inspection and removal of the Reception Equipment. The Customer is responsible for ensuring that the television is compatible with the Reception Equipment, the prescribed installation, and the activation guidelines for the AstroBIZ Services.
- 2.14 If the Customer wishes to relocate/ transfer the subscription to a new address, the Customer may request to do so but it may be subject to further charges and Astro reserves the right to impose any additional terms and conditions or requirements for any request for relocation or transfer. The reinstallation/ reactivation of the Reception Equipment at a new address may not be possible due to limitations in the existing infrastructure at the new address, in which case the Agreement will be terminated in accordance with Clause 8 (Suspension and Termination) below. Appointments for the installation and activation of the Reception Equipment and the AstroBIZ Services will be subject to the Customer's availability and the Customer (or an authorised person) must be present during such installation and activation works and sign off on the completion of the installation and activation process.
- 2.15 The Customer agrees and acknowledges that installation of the Reception Equipment may require drilling and surface run cabling at the Customer's Premises. In the event the Customer does not agree to such installation process, the Customer agrees and acknowledges that Astro shall have the right to (i) cancel the installation of Reception Equipment; (ii) not activate the AstroBIZ Services; and (iii) claim from the Customer for any costs incurred in sending the authorised Astro installer to the Customer's Premises.
- 2.16 If the Customer opt self-installation method in the Application Form, the Astro Box will be delivered to the Customer and the Customer must install and activate the Astro Box within seven (7) days of receiving the Astro Box by connecting the Astro Box to internet connection or WiFi and TV with the supplied HDMI cable. Should the Customer fail to do so within the seven (7) days, then Astro shall activate the Astro Box and subscription account at the expiry

of the seven (7) days, which shall then be deemed as the Activation of the Service in accordance with Clause 4.1.

Installation Charges

- 2.17 A "Standard Installation" means where the Astro Box is connected to 1 television set and the installation of outdoor unit using a 15 metre co-axial cable and the accessories (including the standard wall mount) which are pre-packed in the outdoor unit carton packing.
- 2.18 The charges for a Standard Installation are deemed to include: (i) labour; (ii) bare surface run cable with clips (including the 15 metre cable and F-connectors); (iii) transportation of the Astro Box to the relevant Customer's Premises; (iv) basic connectivity to a TV; (v) activation of the Astro Box; and (vi) demonstration of the operations of the Astro Box and its features. Please refer to the [AstroBiz Services website](#) for more details on the charges for Standard Installation.
- 2.19 The Customer shall be required to pay the prescribed charges for a Standard Installation asset out in the Proposal Letter. The Customer shall pay any additional charges that is not covered in the Standard Installation directly to the authorised Astro installer upon completion of the installation at the Customer's Premises.

Delivery Method

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

Warranty for Astro Box

- 2.21 Astro Box comes with 12 months standard manufacturer warranty. Please refer to the [AstroBiz Services website](#) for more details.

3. USE OF ASTROBIZ SERVICES

- 3.1 Subject to acceptance by Astro of the Customer's application for the AstroBIZ Services, Astro agrees to provide the AstroBIZ Services to the Customer, in accordance with the terms and conditions of the Agreement. Upon submission of the Application Form by the Customer, Astro shall conduct a verification and confirmation exercise to determine the accuracy of the information to provide the AstroBIZ Services at the Premises and the creditworthiness of the Customer.
- 3.2 The Customer shall remain the Astro account holder for the AstroBIZ Services and will be responsible for all activity on the Customer's Astro account.
- 3.3 The Customer will also be responsible for the security and proper use of the AstroBIZ Services and Reception Equipment and shall not disclose the details of the account authentication credentials (e.g., username and password) to anyone and/or that may be used to access and/or view the AstroBIZ Services from other locations that is not authorised under this Agreement. In the event the Customer becomes aware of any unauthorized access to the AstroBIZ Services, theft or loss of the authentication credentials, Customer shall immediately notify Astro as soon as possible.
- 3.4 Astro agrees to provide to the Customer the AstroBIZ Services at the Premises through the transmission of encrypted signals to the Premises as permitted by the terms and conditions of this Agreement. The Customer shall only access the AstroBIZ Services at the Premises. Customer may not maintain multiple Astro Box on one account that are active at different locations simultaneously.
- 3.5 The Customer shall only use or view the AstroBIZ Services on television or other audiovisual equipment at the Premises and only use or view the AstroBIZ Services within the compounds of the Premises.
- 3.6 **Applicable only to Hospitality Establishment.** The Customer shall not to tune in and/or access the AstroBIZ Services at the Common Area, failing which, Astro reserves the right to: (i) charge the Customer the Subscription Fees applicable for actual AstroBIZ Services used retroactively from the date of Activation of the Service (as defined in Clause 4.1); and/or (ii) revoke any discounts or special terms which the Customer is currently offered. The Customer shall immediately notify Astro in writing should there be any changes to the number of

rooms/beds subscribing to the AstroBIZ Services. Notwithstanding with this Clause, Customer may subscribe to AstroBIZ Services for its Common Area by submitting a separate Application Form to Astro.

- 3.7 Astro may, at its expense, request that its external auditors, agents and/or its representatives conduct an audit on the warranties and representations made by the Customer, which were the basis for certain terms and conditions in this Agreement. The Customer hereby agrees that in relation to such an audit, the Customer shall make available all relevant documentation pertaining thereto and render all assistance necessary to facilitate such audit. If such audit shows that the Customer has underpaid the amount of the Subscription Fees due to Astro, without prejudice to any other rights and remedies available to Astro, the Customer shall promptly pay the amount of such underpayment to Astro (including prorated charges to the actual AstroBIZ Services used).
- 3.8 The Customer is also prohibited from re-selling the AstroBIZ Services or charging any fee to any person to view the AstroBIZ Services. The Customer shall not, including without limitation, rebroadcast, reproduce, transmit, compress, modify, perform, display, record, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the AstroBIZ Services in any form whatsoever.
- 3.9 The Customer is prohibited from recording, copying or reproducing the Content and the AstroBIZ Services or any part thereof other than solely for the purpose of access or viewing the AstroBIZ Services at the Premises in accordance with the Agreement.
- 3.10 The Customer further agrees and acknowledges that this Agreement permits reception of the AstroBIZ Services only in Malaysia (including Malaysian Maritime Boundary) and that the Customer understands that reception outside territorial limit of Malaysia may constitute a violation of international copyright and other laws. Please be advised that theft, fraud, piracy or other unauthorized usages of the AstroBIZ Services or Reception Equipment may subject the Customer to civil and criminal sanctions.

4. MINIMUM SUBSCRIPTION PERIOD

- 4.1 The activation date of the AstroBIZ Services shall be the date of commencement of use of the AstroBIZ Services after the Reception Equipment has been delivered, installed and tested, and AstroBIZ Services have been activated ("**Activation of the Service**"). This Agreement shall commence on the date of Activation of the Service, regardless of the date of execution of this Agreement.
- 4.2 The Customer shall not terminate the AstroBIZ Services until after the expiry of the minimum subscription period as specified in the Application Form, or if the Customer subscribed to the AstroBIZ Services via special campaigns or collaborations, the minimum subscription period as stated in the applicable Campaign Terms & Conditions (the "**Minimum Subscription Period**").
- 4.3 Upon the expiry of the Minimum Subscription Period, the AstroBIZ Services shall continue to be provided to Customer and the Customer shall continue to pay the Subscription Fees unless terminated by either the Customer or Astro in accordance with Clause 8 herein.
- 4.4 If the Customer causes the suspension and/or termination of the AstroBIZ Services at any time during the Minimum Subscription Period for any reason whatsoever, including with non-payment of Subscription Fees as and when due, then a cancellation fee will be charged to the Customer's Astro account calculated on a prorated basis.
- 4.5 Should the Customer wish to change the selection of Programming Package at any time after the Activation of the Service, the Customer may request a variation of its choice of channels by giving Astro at least thirty (30) days prior written notice thereof and Astro may at its sole and absolute discretion approve such variation subject to such terms and conditions as it may determine.
- 4.6 In the event Astro approves of the Customer's request for variation, the Customer undertakes and agrees to:
- (i) maintain the varied channel(s) for at least thirty (30) days from the approval of such variation; and
 - (ii) pay Astro the revised Subscription Fees which will be calculated on a pro-rated basis for the varied channel(s) and any other fees or charges that may be applicable which will be reflected in the next billing cycle.

5. PAYMENT TERMS

- 5.1 The Customer may elect to pay the Subscription Fees on a monthly basis or such other basis as Astro may allow in the Application Form from time to time. The Subscription Fees for the payment period which the Customer has elected, must be paid in full for such period in advance either by cash or cheque. The Customer may also elect to pay the Subscription Fees by credit card or direct debit from the Customer's bank account by authorizing Astro to do so in the Application Form. In the event Astro cannot charge or collect the Subscription Fees due by continuous credit card instructions or direct debit for any reason, without prejudice to any other rights and remedies available to Astro under this Agreement, Astro may discontinue acceptance of payment through these methods and the Customer shall be required to make payment for the Subscription Fees by an alternative method.
- 5.2 Astro will send the Customer a statement of account for the Subscription Fees, but the Customer will be responsible for prompt payment even if the Customer does not receive the statement of account. Any statement of account shall be deemed to be accepted by the Customer after thirty (30) days from the date thereof and the Customer shall not thereafter be entitled to raise any objection in relation to the same.
- 5.3 Nothing herein shall preclude Astro from correcting at any time any error or discrepancy in the amount stated in the statement of account.
- 5.4 Any advance payments made by the Customer may only be utilised for the Customer's selection of Programming Package and may not be utilised for other services or special events purchased by the Customer during any billing period. In such event, the Customer agrees to pay promptly the prescribed fee for such services or special events upon being billed by Astro.
- 5.5 In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions or any Government Tax, where applicable. The Customer shall pay Astro all fees, penalties and handling charges for cheques made payable to Astro and returned unpaid by the Customer's bank. In addition, the Customer shall pay all reasonable costs and attorneys' fees incurred by Astro in recovering any amounts due from the Customer.

Overdue Payments.

- 5.6 For every thirty (30) days that the Customer's Astro account is overdue by an amount of more than RM10.00, Astro reserves the right to charge the Customer an administrative fee at the rate as may be prescribed by Astro from time to time (excluding any Government Tax) to the Customer's account for administrative costs. In addition, Astro reserves the right to suspend or terminate the Customer's access to the AstroBIZ 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 AstroBIZ Services.

Payment of Security Deposit

- 5.7 Customer is required to pay a one (1) month security deposit based on the amount of the subscribed Programming Package as security for the Reception Equipment. The security deposit shall be maintained during the Customer's subscription to AstroBIZ Services. Subject to Clause 5.8 herein, the said security deposit will be returned to the Customer (without interest) upon termination of the AstroBIZ Services.
- 5.8 In the event the Customer fails to comply with Clause 2.8 to return any Reception Equipment or to allow Astro to retrieve the Reception Equipment, the costs of such Reception Equipment as may be determined by Astro shall be set-off and deducted accordingly from the security deposit and any shortfall shall be a debt due to Astro immediately. The security deposit is not intended to be used to set-off any Subscription Fees, charges, late payment fees, or any other fees related to the AstroBIZ Services.

6. RIGHTS RESERVED BY ASTRO

- 6.1 Astro shall be entitled at its sole discretion to revise the AstroBIZ 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.
- 6.2 Astro reserves the right and shall be entitled at any time to: (i) add, delete or make changes to the AstroBIZ Services; (ii) add or substitute alternative programming or new channels; and (iii) terminate or discontinue any of the channels included in the AstroBIZ Services; (iv) alter the number of channel and price of each Programming Package; (v) alter the number of

- Programming Package; (vi) reduce the number of hours of the broadcast of any of the channel included in the AstroBIZ Services; (vii) upgrade or update any software currently in use in the Reception Equipment; or (viii) upload or download any data or information in the Smart.
- 6.3 Astro shall be under no liability whatsoever to the Customer if any of the rights reserved in this Clause 6 are exercised by Astro, and the Customer shall remain liable to pay the Subscription Fees in full. Astro also reserves the right at any time and from time to time to amend the Agreement and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect from such date as Astro may determine. The Customer may be notified of such amendments through written notice, electronic mail, Astro's website or such other form as Astro may deem appropriate.
- 6.4 The Customer's continued use of the Reception Equipment and/or subscription to the AstroBIZ Services will constitute irrevocable and unconditional acceptance of the amendments. If the Customer is not agreeable to any terms of the Agreement, including any amendments thereof, the Customer may terminate the AstroBIZ Services in accordance with Clause 8.

7. CUSTOMERS REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

- 7.1 By the Customer's offer to subscribe for the AstroBIZ Services, the Customer represents, warrants, covenants and undertakes with Astro that:
- (i) it has the full right and power and is free to enter into and perform this Agreement;
 - (ii) the information provided by the Customer to Astro is accurate and truthful;
 - (iii) it has secured or shall secure all rights, permits, approvals and licenses required for the performance of its obligations under this Agreement;
 - (iv) this Agreement, constitutes a valid and binding obligation on the Customer and will be enforceable in accordance with its terms;
 - (v) its execution and performance of this Agreement does not and will not contravene any provision of any law or agreement under which the Customer is bound;
 - (vi) it has paid or shall pay all taxes, charges and fees legally required of itself relating to the AstroBIZ Services and Reception Equipment and any other amounts due under this Agreement;
 - (vii) it will not by any act or omission impair or prejudice any intellectual property rights relating to Astro, the AstroBIZ Services or any part of it;
 - (viii) the Premises, which the Customer specified in the Application Form and/or has registered with Astro will be the Premises which the Customer will receive the AstroBIZ Services. For Customer operating Hospitality Establishment, the Services will be subject to Clause 3.6; and
 - (ix) it will not resell the AstroBIZ Services or impose any charge on others to view the AstroBIZ 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 AstroBIZ Services in any form whatsoever. The Customer will not use the Reception Equipment in any way not authorized by this Agreement.
- 7.2 The Customer will immediately notify Astro of: (i) any change in the information provided in the Application Form or any other information provided or communicated to Astro including information or communication in connection with the charging of the Customer's credit card or debiting of the Customer's bank account; (ii) any change of business and capacity at the Premises after the date of Activation of the Service, to which Astro reserves the right to revise the Subscription Fees in accordance with Clause 6.1; (iii) the discovery of any theft, piracy or other unauthorized usages of the Reception Equipment and/or AstroBIZ Services (including usage of the Reception Equipment and/or AstroBIZ Services outside Malaysia); (iv) or any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the AstroBIZ Services and/or the Reception Equipment (and the Customer shall also lodge a police report if required to do so and provide a copy of such police report to Astro).
- 7.3 The Customer hereby agrees to indemnify Astro and shall keep Astro indemnified against any loss, damage, liability or expenses arising out of breach of any representation, warranty, undertaking or any term of the Agreement and from any claims for libel, invasion of privacy, infringement of intellectual property rights including copyright, trademarks and/or patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the AstroBIZ Services or part thereof and from all other claims arising out of any of the Customer's act or omission or any unauthorized use or

exploitation of the Reception Equipment and/or AstroBIZ Services or any part thereof including if such use by a third party as a result of Customer's failure to take reasonable steps to prevent unauthorized use of the Reception Equipment or AstroBIZ Services.

8. SUSPENSION AND TERMINATION

- 8.1 Astro shall have the right, in its sole discretion and without notice, to suspend or terminate the Customer's access to the AstroBIZ Services if the Customer breaches any of the undertaking, representations or warranties herein or any other term of the Agreement or use the Reception Equipment in a manner not permitted by the Agreement or determined inappropriate by Astro.
- 8.2 Subject to Clause 4, the Customer may suspend or terminate the AstroBIZ Services by giving at least thirty (30) days prior written notice to Astro.
- 8.3 If the AstroBIZ Services are suspended or terminated either by the Customer or by Astro, the Customer shall remain liable to pay: (i) the full Subscription Fees for the entire billing month in which the suspension or termination occurred; (ii) all amounts due from the Customer prior to such suspension or termination; and (iii) the cancellation fee referred to in Clause 4 if the suspension or termination is prior to the expiry of the Minimum Subscription Period. The Customer is required to inform Astro once such payment is made by the Customer to Astro under this Clause by contacting Astro Business Support at 03-9544 7566 or by email at AstroBusinessSupport@astro.com.my.
- 8.4 In order to reactivate the AstroBIZ Services following a suspension, the Customer will be charged a reconnection fee at the rates as published on the [AstroBiz Services website](#) and this fee may be subject to revision at any time and from time to time as Astro deems fit.
- 8.5 Astro may in its sole discretion and without any liability to the Customer suspend or terminate the Customer's access to the AstroBIZ Services at any time where Astro has been informed or is aware that the Customer has used the Reception Equipment in a manner such that there is an offence and/or infringement committed under provisions of the Copyright Act 1987 (as amended from time to time).
- 8.6 Notwithstanding the above, Astro may in its sole discretion and without any liability to the Customer suspend or terminate the Customer's access to the AstroBIZ Services at any time without cause and in such case, the Customer will be responsible only for payment of Subscription Fees up to the date of such suspension or termination and any amounts due prior to such date.
- 8.7 This Agreement shall automatically terminate in the event any Reception Equipment or combination thereof, including hardware and software used by Astro in the transmission of its AstroBIZ Services, become affected in their performance and/or functionality so as to render it impossible for Astro to continue to provide the AstroBIZ Services. In such event, the sole extent of Astro's liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

9. EXCLUSION OF ASTRO'S LIABILITY

- 9.1 Astro is not responsible or liable to the Customer for: (i) any interruptions in the transmission or delivery of any Content; (ii) the suspension or termination of the AstroBIZ Services for any reason whatsoever, whether or not within its control, including the failure of power, transponders, satellite or satellite transmissions, satellite ground control equipment, signal processing and uplink equipment, acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion, acts or regulations by the government (including the withdrawal of consents, permits or licences) or failure, termination or cessation by third parties to provide Content and any force majeure reasons.
- 9.2 Astro has no liability to the Customer for problems with the Reception Equipment or damage arising from the Customer's use of the Reception Equipment caused by the Customer's own act, negligence or omission. Where the Customer has caused damage to the Reception Equipment by the Customer's own act, negligence or omission, Astro will assist to repair or replace the Reception Equipment and any such cost in relation to or arising out of such repair or replacement shall be charged to the Customer's Astro account.
- 9.3 Astro has no responsibility or liability whatsoever for any interruption or loss of AstroBIZ Services arising directly or indirectly from the installation of the Reception Equipment SMATV System trunking (where applicable) by any unauthorised third party.

- 9.4 Astro makes no warranties or representations whatsoever with respect to the Content of the programmes included in the AstroBIZ Services, in particular, Astro does not guarantee the sequence, accuracy, completeness, timeliness or the security of any data or information contained in the AstroBIZ Services and shall not be liable for any claim arising out of any act or omission by Astro or any act or omission by the Customer, including claims for loss or damage, libel, slander, personal injury, damage to property or any other loss arising howsoever caused.
- 9.5 The AstroBIZ Services are provided on an “as is” and “as available” basis. The Customer acknowledges that it uses the AstroBIZ Services and relies on information obtained through the AstroBIZ Services at its own risk. Astro does not make any representation and disclaims any warranties of any kind in relation to the AstroBIZ Services including but not limited to availability, accessibility, timeliness or security of any content or information transmitted or obtained using the AstroBIZ Services or provided to the Customer as part of the AstroBIZ Services. Astro also disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement to the fullest extent allowed by law.
- 9.6 Astro neither guarantees nor warrants that the AstroBIZ Services will be free from any fault, error or interruption nor will Astro be liable for any inability to use or access the AstroBIZ Services, or for the interruption, delay or failure of the AstroBIZ Services.
- 9.7 Astro will not be liable to the Customer or any person claiming through the Customer for any costs, loss or damages (whether direct or indirect), or for loss of revenue or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any nature whatsoever (even if Astro had been advised of the possibility of such losses) due to any non-performance of Astro's obligations including but not limited to:
- (i) use or inability to use or access the AstroBIZ Services for whatever reasons such as adverse weather conditions, electromagnetic interference, equipment failure or congestion in the AstroBIZ Services network, the quality of the AstroBIZ Services, information available or obtained via the AstroBIZ Services or arising out of any action taken in response to or as a result of such information available or obtained via the AstroBIZ Services;
 - (ii) any upgrading or modification to the AstroBIZ Services as deemed necessary by Astro;
 - (iii) any act, omission, error, default by Astro and/or Astro's related companies, its officers, employees and agents in relation to the AstroBIZ Services;
 - (iv) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the AstroBIZ Services and any claims arising out of any act, omission, negligence or default by the Customer in relation to any part of the AstroBIZ Services;
 - (v) any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Reception Equipment and/or the AstroBIZ Services for any reason whatsoever;
 - (vi) any loss, distortion or corruption of data arising out, or from the use, of the AstroBIZ Services;
 - (vii) the use of any equipment (whether provided by Astro or otherwise) which does not guarantee reliability and signal strength quality; and
 - (viii) any inconvenience caused to the Customer.
- 9.8 Notwithstanding any other terms herein, the Customer agrees that the maximum liability of Astro to the Customer or any third party for any cause of action (whether in contract, tort or other causes of action) shall in no event exceed RM200.00.

10. NOTICES AND CORRESPONDENCE

- 10.1 Any communication or notice to Astro should be in writing to All Asia Broadcast Center, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur Malaysia marked for the attention of the “Director, Sales & Distribution, Astro Business Division”.
- 10.2 All correspondence and notices by Astro to the Customer will be: (i) sent in writing to the most recent mailing address provided by the Customer to Astro or to the address stated on the Application Form; or (ii) by email to the Customer's email address registered with Astro; or (iii) published on Astro's website; or (iv) in such other form or via such other medium as Astro may deem appropriate.
- 10.3 Notices sent in writing will be considered to be received upon hand delivery or upon the fifth business day after posting. Notices sent by email will be considered to be received upon electronic confirmation of the transmission of the email to the Customer's email address.

11. ASSIGNMENT

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

12. CUSTOMER'S PERSONAL DATA

- 12.1 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 AstroBIZ Services; (ii) marketing any products or services of Astro, its affiliates and/or Astro's business partners, including collaborative campaigns; (iii) complying with any statutory or legal obligations; (iv) credit checking and/or debt recovery; and (v) any other activities which are ancillary to the AstroBIZ Services.
- 12.2 The Customer consents to the disclosure by Astro 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 AstroBIZ Services; (iii) Astro's agents, auditors and advisers and those of Astro's affiliates; (iv) any other parties which provide retail products and services for the purposes of marketing activities; (v) any organization or business entities that provides credit checking, credit reporting, trade references in relation to payment experience information and/or debt recovery services if the Customer has any outstanding fee or monies due to Astro at any point in time; and (vi) any entity or person, the disclosure to which is reasonably necessary or desirable for the provision of the AstroBIZ Services. The Customer also consents to the transfer by Astro of the Personal Data to locations outside of Malaysia for any of the purposes set out above.
- 12.3 Astro may also disclose the Customer's Personal Data: (i) when it is required or requested to do so by law, a court order or an order from any government or law enforcement authority or regulatory agency (including the police and the Malaysian Communications and Multimedia Commission); (ii) if Astro reasonably believes that it has a lawful right to disclose the Customer's Personal Data to any third party or that it would have had the Customer's consent for such disclosure if the Customer had known of the same; and/or (iii) if Astro's disclosure to any third party is in the public interest.
- 12.4 The Customer's Personal Data will be obtained from the Customer at the time of subscription for the AstroBIZ 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.
- 12.5 The Customer may, upon payment of a prescribed fee, request for access to or correction of the Customer's Personal Data or for limiting the processing of the Customer's Personal Data at any time hereafter by submitting such request to Astro in writing via registered post to the "Personal Data Protection Officer" at MEASAT Broadcast Network Systems Sdn Bhd, Astro All Asia Broadcast Centre, Peti Surat 10148, 50704 Kuala Lumpur or by email (which must be sent from the email address registered with Astro) to pdpo@astro.com.my. Any inquiries or complaints with respect to the Customer's Personal Data should also be channelled to Astro in this manner.
- 12.6 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 AstroBIZ Services. Failure to provide the same may result in Astro not being able to provide the AstroBIZ Services to the Customer. The Customer represents and warrants that the consent of third parties (e.g. family member or friend) whose Personal Data the Customer has provided in the Application Form and disclosed to Astro has been obtained to allow Astro to process the same for the purposes as set out in this Agreement.

13. GOVERNING LAW

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