

TERMS AND CONDITIONS FOR ASTRO FIBRE

1. INTRODUCTION

- 1.1. These are the terms and conditions ("**Astro Fibre Terms and Conditions**") applicable to a Customer (as defined below) who subscribes to the Astro Fibre Services (as defined below).
- 1.2. If a Customer has subscribed to the Astro Fibre Services via special campaigns or collaborations, the terms and conditions of the special campaigns or collaborations ("**Campaign Terms and Conditions**") are to be read together with these Astro Fibre Terms and Conditions, and if there is a conflict, the Campaign Terms and Conditions shall prevail.
- 1.3. By completing the Astro Fibre Application Form (as defined below), the Customer is deemed to have accepted the Astro Fibre Terms and Conditions and, if applicable, the Campaign Terms and Conditions.

2. DEFINITIONS

- 2.1. The following words or expression shall have the following meanings, unless the context otherwise requires:

" **Astro**" means MEASAT Broadcast Network Systems Sdn Bhd (Company No. 199201008561 (240064-A)).

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

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

"**Astro Fibre Equipment**" means any equipment provided by or on behalf of Astro and includes such equipment leased to Customer or installed at the Customer's address stated in the Astro Fibre Application Form which enables the Customer to gain access to the internet and WiFi connectivity and receive the Astro Fibre Services, comprising of any and all of the following: fibre modem, wireless router, Mesh WiFi or such other equipment provided by Astro from time to time.

"**Astro Fibre Services**" means the standalone high-speed broadband service provided by Astro to the Customer in consideration of the Astro Fibre Subscription Fees.

"**Astro Fibre Subscription Fees**" means the cumulative fees payable by the Customer to Astro for the Astro Fibre Services, which may vary depending on the subscription plan chosen by the Customer.

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

"**Customer's Astro Account**" means the Customer's account maintained with Astro containing details and information of the Customer and services provided by Astro to the Customer.

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

**"Minimum
Subscription
Period"**

shall have the meaning ascribed to it in Clause 5.1 herein.

"Personal Data"

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

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.

3. ASTRO FIBRE EQUIPMENT

- 3.1. Astro Fibre Equipment will be provided to the Customer when subscribing to the Astro Fibre Services to enable the usage of the Astro Fibre Services.
- 3.2. For service improvement and troubleshooting purposes, Astro reserves the right to access remotely any of the Astro Fibre Equipment or any other equipment used by the Customer for collection of data on key performance indicators, wireless router performance and total service performance.
- 3.3. The Customer shall promptly notify Astro if the Astro Fibre Equipment is damaged, lost or stolen. If the Astro Fibre Equipment is damaged, lost or stolen while under the Customer's custody or becomes faulty due to the Customer's own act, negligence or omission, Astro reserves the right to charge the Customer the cost of the Astro Fibre Equipment as may be prescribed by Astro from time to time. The Customer may visit Astro's official website at www.astro.com.my for further information on the cost of Astro Fibre Equipment.
- 3.4. In the event the Astro Fibre Services are discontinued or terminated at any time for any reason whatsoever either by the Customer or Astro in accordance with Clause 8 herein, the Customer shall allow Astro and/or its authorised agents to retrieve the Astro Fibre 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 Astro Fibre Equipment. The Customer shall return and surrender the Astro Fibre Equipment to Astro in the same condition as when they were initially provided to the Customer, fair wear and tear excepted, failing which, the Customer shall be liable to pay Astro the cost of the Astro Fibre Equipment as may be prescribed by Astro from time to time.
- 3.5. The Customer shall not resell or sublet the Astro Fibre Equipment to anyone.
- 3.6. Add-ons
 - 3.6.1. The Customer may subscribe to additional add-ons, including the Mesh WiFi add-on.
 - 3.6.2. Mesh WiFi Add-On: the Customer is eligible to a maximum of five (5) units of Mesh WiFi per Customer's Astro Account.
 - 3.6.3. The Customer shall be responsible for any additional payments applicable to any additional add-ons.
 - 3.6.4. Any cancellation or termination of a Mesh WiFi add-on will not be subject to any cancellation fee.
 - 3.6.5. The Customer shall return the Mesh WiFi in accordance with Clause 3.4 upon termination of the Mesh WiFi add-on subscription.

- 3.6.6. Astro reserves the right to charge the Customer the cost for the damaged, lost or stolen Mesh WiFi in accordance with Clause 3.3.

4. INSTALLATION AND ACTIVATION

- 4.1. The Customer agrees to schedule an appointment with Astro for the installation of Astro Fibre Equipment and activation of the Astro Fibre Services (subject to availability). Any cancellation by the Customer within forty-eight (48) hours prior to the scheduled appointment for installation and activation will be subject to a cancellation charge of RM200 (excluding any Government Tax) or at the rate as may be prescribed by Astro from time to time.
- 4.2. The Customer (or a person authorised by the Customer) shall be present during such installation and activation works and sign off on the completion of the installation and activation process. The Customer shall ensure that the premises are already equipped with the requisite basic infrastructure to enable the installation of the Astro Fibre Equipment and activation of the Astro Fibre Services.
- 4.3. Unless stated otherwise, installation of the Astro Fibre Equipment shall be free for the Customer. Non-standard installation, including installation of any wiring or cabling at the interior or exterior of the Customer's premises shall be subject to an additional installation fee and charges depending on the requirements, which shall be paid directly by the Customer to the authorised Astro installer, upon completion of the non-standard installation at the Customer's premises.
- 4.4. Any installation required shall be conducted by Astro's authorised installer. Astro will not be responsible or liable for any installation conducted by any unauthorised third party.
- 4.5. The Customer agrees and acknowledges that the installation process may require construction works such as minimum 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 Astro Fibre Equipment; (ii) not activate the Astro Fibre Services; and (iii) claim from the Customer for any costs incurred in sending the Astro's authorised installer to the Customer's premises.
- 4.6. Upon activation of the Astro Fibre Services, the Astro Fibre Equipment (including the wireless router) will be assigned with a Private Internet Protocol (IP) address version IPv4 or IPv6 by default. When made available, the Customer will have the option to subscribe to a Public Internet Protocol (IP) address.
- 4.7. If the Customer wishes to relocate or transfer the Customer's subscription to a new address, the Customer may request to do so subject to the following terms:
- 4.7.1. Relocation Within Serviceable Area
- I. Within Minimum Subscription Period:
- The Customer will be re-contracted to a new twenty-four (24) months subscription and a standard relocation fee of RM500 (excluding any Government Tax) will apply. Astro may, at its sole discretion, waive or revise such relocation fee provided that the Customer has subscribed to the Astro Fibre Services for a period of at least 6 months prior to the request for relocation or transfer.
- II. After the expiry of Minimum Subscription Period:
- The Customer will be re-contracted to a new twenty-four (24) months subscription only. No relocation fee applies.

4.7.2. Relocation Within Non-Serviceable Area

I. Within Minimum Subscription Period:

- the Astro Fibre Services shall be terminated and an early cancellation fee as prescribed in Clause 5.2 herein shall apply for any early termination of the Astro Fibre Services prior to the expiry of the Minimum Subscription Period.

II. After the expiry of Minimum Subscription Period:

- the Astro Fibre Services shall be terminated and no cancellation fee applies.

4.8. Astro may approve the Customer's request for relocation or transfer if it is within a serviceable area and the Customer shall schedule an appointment with Astro for the installation of Astro Fibre Equipment and activation of the Astro Fibre Services at the new relocated area in accordance with Clauses 4.1 and 4.2 herein. Astro reserves the right to impose any additional terms and conditions or requirements for any request for relocation or transfer.

4.9. Notwithstanding the foregoing, Astro reserves the right to terminate the Astro Fibre Services if the Customer wishes to relocate to a non-serviceable area.

5. **MINIMUM SUBSCRIPTION PERIOD**

5.1. The minimum subscription period for the Astro Fibre Services is twenty-four (24) continuous months from the activation date of the Astro Fibre Services ("**Minimum Subscription Period**").

5.2. Early termination of the Astro Fibre Services by the Customer prior to the expiry of the Minimum Subscription Period shall be subject to a cancellation fee of RM100.00 (excluding any Government Tax) x the remaining months of the Minimum Subscription Period or at the rate as may be prescribed by Astro from time to time.

5.3. Upon expiry of the Minimum Subscription Period, the Astro Fibre Services shall continue to be provided to the Customer and the Customer shall continue to pay the Astro Fibre Subscription Fees unless termination is made by either the Customer or Astro in accordance with Clause 8 herein.

6. **CHANGE OF ASTRO FIBRE PACKAGE**

6.1. The Customer may choose to upgrade or downgrade the Astro Fibre Services subscription package/plan by raising a request to Astro for approval.

6.2. If the request for change is made during the Minimum Subscription Period and Astro approves the Customer's request for:

6.2.1. a downgrade, the Customer will be re-contracted to a new twenty-four (24) months subscription period upon such downgrade of the Astro Fibre Services package/plan becoming effective.

6.2.2. an upgrade, the Customer will NOT be re-contracted to a new twenty-four (24) months subscription period upon such upgrade of the Astro Fibre Services package/plan and the existing Minimum Subscription Period shall continue until it expires.

6.3. If the request for change is made after the expiry of Minimum Subscription Period and Astro approves the Customer's request for such change, the Customer will be re-contracted to a new twenty-four (24) months subscription period upon such change becoming effective, irrespective of whether it is an upgrade or a downgrade of the Astro Fibre Services.

- 6.4. Astro reserves the right to impose any additional terms and conditions or requirements for any request to upgrade or downgrade the Astro Fibre Services subscription package/plan.

7. PAYMENT TERMS

- 7.1. All prices for the Astro Fibre Subscription Fees exclude Government Tax.
- 7.2. Non-Malaysian Customer without any active Customer's Astro Account will be required to pay a deposit of RM500.00 or any amount as may be prescribed by Astro from time to time, upon subscription of the Astro Fibre Services. Subject to Clause 5 and Clause 7.10 herein, the said deposit will be returned to the Customer upon termination of the Astro Fibre Services.
- 7.3. The Customer may elect to pay the Astro Fibre Subscription Fees on a monthly basis or on such other basis as Astro may allow from time to time. The Astro Fibre Subscription Fees must be paid in full for such period which the Customer has elected, either by cash, cheque, money order or bank draft. The Customer may also elect to pay the Astro Fibre Subscription Fees by using credit card or via a direct debit from the Customer's bank account by authorising Astro to do so in the Astro Fibre Application Form.
- 7.4. A Customer who has registered for auto-debit payment via a credit or debit card is eligible for auto-debit rebates of RM5.00 x twenty-four (24) months. The aforesaid rebate will be credited into the applicable active Customer's Astro Account on a monthly basis.
- 7.5. Astro will send to the Customer a statement of account for the Astro Fibre Subscription Fees on a monthly basis but the Customer shall be responsible for prompt payment regardless of whether the Customer receives the statement of account or not. 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.
- 7.6. Nothing herein shall preclude Astro from correcting at any time any error or discrepancy in the amount stated in the statement of account.
- 7.7. In addition to the Astro Fibre Subscription Fees, the Customer's payment shall include all bank charges, commissions, Government Tax or tax of similar nature, where applicable. The Customer shall pay Astro all fees, penalties and handling charges for cheques made payable to Astro and returned unpaid by the Customer's bank. In addition, the Customer shall pay all reasonable costs and attorneys' fees incurred by Astro in recovering any amounts due from the Customer.
- 7.8. Overdue Payments. 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 a late payment fee of RM10.00 (excluding any Government Tax) to the Customer's Astro Account for administrative costs. In addition, Astro reserves the right to suspend or terminate the Customer's access to the Astro Fibre Services at any time without notice to the Customer, if payments are not received when due.
- 7.9. Astro may at its discretion appoint any third party to perform its billing services in relation to the Astro Fibre Services.
- 7.10. Astro may also set-off any amounts credited to the Customer against any amounts the Customer owes to Astro.

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 Astro Fibre Services if the Customer breaches any of the undertakings, representations or warranties referred to in Clause 11 herein or any other term of the Astro Fibre Agreement.

- 8.2. Subject to Clause 5, the Customer may suspend or terminate the Astro Fibre Services by giving at least thirty (30) days written notice to Astro.
- 8.3. If the Astro Fibre Services are suspended or terminated either by Astro pursuant to Clause 8.1 or by the Customer pursuant to Clause 8.2, the Customer shall remain liable to pay: (i) the full Astro Fibre Subscription Fee for the entire billing month in which the suspension or termination occurred; (ii) all amounts due from the Customer prior to such suspension or termination; and (iii) the cancellation fee referred to in Clause 5.2 if the suspension or termination is made 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 8.3 or Clause 8.4 below by calling in to 03-9543 3838.
- 8.4. In order to reactivate the Astro Fibre Services following suspension, the Customer will be charged an administrative fee at a rate as specified by Astro from time to time and all due amounts must be paid before the Astro Fibre Services can be reactivated. To enjoy the same price and any other offer which the Customer had opted for prior to the suspension of the Astro Fibre Services, the Customer is required to inform Astro accordingly.
- 8.5. 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 Astro Fibre Services at any time without cause and in such case the Customer will be responsible only for payment of Astro Fibre Subscription Fees up to the date of such suspension or termination and any amounts due prior to such date.
- 8.6. All Astro Fibre Equipment must be returned to Astro in accordance with Clause 3.4 upon termination of the Astro Fibre Services.
- 8.7. Astro has the right to temporarily or permanently control or restrict the Customer's online activities to protect Astro's networks and maintain its quality of services for all Customer, where such activities may have a detrimental effect on other Customer's quality of service.
- 8.8. Astro may modify or temporarily suspend the Astro Fibre Services, or any part of it, to the extent necessary for Astro to carry out maintenance, technical repair, enhancement or emergency work.

GENERAL TERMS AND CONDITIONS GOVERNING ASTRO FIBRE SERVICES

9. USE OF ASTRO FIBRE SERVICES

- 9.1. Subject to acceptance by Astro of the Customer's application for the Astro Fibre Services, Astro agrees to provide the Astro Fibre Services to the Customer, in accordance with the terms and conditions of the Astro Fibre Agreement. Upon submission of the Astro Fibre Application Form by the Customer, Astro shall conduct a verification and confirmation exercise to determine: (i) the accuracy of the Customer's information prior to providing the Astro Fibre Services at the designated residential address as specified in the Astro Fibre Application Form; (ii) whether the Customer's premises is located within a serviceable area; and (iii) the credit worthiness of the Customer. Astro reserves the right to refuse or reject the Customer's application to subscribe to the Astro Fibre Services without assigning any reason thereto.
- 9.2. The Customer shall only use the Astro Fibre Services at the residential address that the Customer has provided in the Astro Fibre Application Form.
- 9.3. The Customer shall use the Astro Fibre Services for lawful purposes and in accordance with Astro's Fair Usage Policy set out in **Annexure 1** herein.

10. RIGHTS RESERVED BY ASTRO

- 10.1. Astro shall be entitled at its sole discretion to revise the Astro Fibre Services and the Astro Fibre Subscription Fees at any time and will use reasonable endeavours to notify the Customer of such revisions.
- 10.2. Astro reserves the right and shall be entitled at any time to alter, modify, restore, investigate, troubleshoot, update, enhance, upgrade or make changes to the Astro Fibre Services and/or Astro Fibre Equipment.
- 10.3. Astro shall be under no liability whatsoever to the Customer if any of the rights reserved in Clause 10 are exercised by Astro, and the Customer shall remain liable to pay the Astro Fibre Subscription Fees in full.
- 10.4. Astro also reserves the right at any time and from time to time to amend the Astro Fibre Agreement, including these Astro Fibre Terms and Conditions and any Campaign Terms and Conditions, at its sole discretion. Such amendments will take effect as from such date as Astro may determine. The Customer may be notified of such amendments in accordance with Clause 13.2 herein.
- 10.5. The Customer's continued use of the Astro Fibre Equipment and/or subscription to the Astro Fibre Services will constitute an irrevocable and unconditional acceptance of the amendments stated in Clause 10.4 above. If the Customer is not agreeable to any of the terms of the Astro Fibre Agreement, including any amendments thereof, the Customer may terminate the Astro Fibre Services in accordance with Clause 8 herein.

11. CUSTOMER REPRESENTATION, WARRANTIES, COVENANTS AND UNDERTAKING

- 11.1. By the offer to subscribe to the Astro Fibre Services, the Customer represents, warrants, covenants and undertakes to Astro that:
 - 11.1.1. the Customer is 21 years of age or above;
 - 11.1.2. the information provided by the Customer in the Astro Fibre Application Form is accurate, truthful and current;
 - 11.1.3. the address listed in the Astro Fibre Application Form is a residential dwelling unit and is the address at which the Customer will receive the Astro Fibre Services;
 - 11.1.4. the Customer will not use the Astro Fibre Services in contravention of Astro's Fair Usage Policy set out in **Annexure 1** herein;
 - 11.1.5. the Customer will comply and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Astro Fibre Services or otherwise;
 - 11.1.6. the Customer shall be solely responsible for any information retrieved, stored and transmitted by Customer through the use of the Astro Fibre Services; and
 - 11.1.7. the Customer shall pay and settle any and all fees and other charges due to Astro in accordance with the Astro Fibre Agreement.
- 11.2. The Customer undertakes to immediately notify Astro of: (i) any change in the information listed on the Astro Fibre Application Form and any other information provided or communication made to Astro, including information or communication in connection with the charging of the Customer's credit card or debiting of the Customer's bank account; (ii) unauthorized usage of the Astro Fibre Services; or (iii) any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Astro Fibre Services and/or the Astro Fibre 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).

- 11.3. The Customer shall indemnify and hold Astro harmless against any and all loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by Astro arising directly or indirectly from or in connection with:
- 11.3.1. any failure by the Customer to comply with any of the provisions of the Astro Fibre Agreement;
 - 11.3.2. any claims for libel, infringement of intellectual property rights or breach of any applicable laws whatsoever arising from or attributable to any material transmitted, received or stored via the Astro Fibre Services and from all claims arising out of any act or omission of the Customer or any unauthorized use of the Astro Fibre Services; or
 - 11.3.3. any and all claims, demands, proceedings or fines made or imposed against Astro by a third party arising out of, in connection with or due to the Customer's breach of the Astro Fibre Agreement or in using the Astro Fibre Services, including claims for defamation, infringement of intellectual property rights, death or personal injury and/or property damage.

12. EXCLUSION OF ASTRO'S LIABILITY

- 12.1. Astro is not responsible or liable to the Customer for: (i) any interruptions in the transmission or delivery of internet service; (ii) the suspension or termination of the Astro Fibre Services for any reason whatsoever, whether or not within its control, including the failure of or disruption to power supply, disruption of interconnected communications facilities or networks, damage to or destruction of the network howsoever caused including interference to or compromise of the network caused by third party acts (e.g. DDOS attacks), interruption to supply chain that is beyond the reasonable control of Astro, 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 network or services including Astro's telecommunications provider and any force majeure reasons.
- 12.2. Astro has no liability to the Customer for problems with the Astro Fibre Equipment or damage arising from the Customer's use of the Astro Fibre Equipment caused by the Customer's own act, negligence or omission. Where the Customer has caused damage to the Astro Fibre Equipment by the Customer's own act, negligence or omission, Astro will assist to repair or replace the Astro Fibre 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.
- 12.3. Astro has no responsibility or liability to the Customer for problems caused or arising from the use of Customer's own equipment.
- 12.4. Astro has no responsibility or liability whatsoever for any interruption or loss of the Astro Fibre Services arising directly or indirectly from the installation of the Astro Fibre Equipment by any unauthorised third party.
- 12.5. Astro 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.
- 12.6. The Astro Fibre Services are provided on an "as is" and "as available" basis. Astro also disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement to the fullest extent allowed by law.
- 12.7. Astro neither guarantees nor warrants the accuracy, availability, stability or accessibility of the Astro Fibre Services including any access to any online website, domain, destination and that the Astro Fibre Services will be free from any fault, error or interruption nor will Astro be liable for any inability to use or access the Astro Fibre Services, or for the interruption, delay or failure of the Astro Fibre Services.

- 12.8. The Customer agrees and acknowledges that Astro will endeavour to provide the Astro Fibre Services on best effort basis. The Customer further acknowledges that actual download/upload speeds may be lower than as advertised due to external factors, including but not limited to: (i) the quality of the Customer's internal wiring, (ii) if the Customer is using a wireless connection, (iii) faulty equipment of the Customer, (iv) network capacity and the number of Customer on the network or any particular website at any one time, (v) the signal strength of wireless connection from Customer's devices, (vi) the distance between Customer's devices and the WiFi router, and/or (vii) obstruction of WiFi signals by any objects. The above-mentioned factors may affect the WiFi speeds of Customer's connected devices.
- 12.9. Astro will not be liable to the Customer or any person claiming through the Customer for any refunds of the Astro Fibre Subscription Fee, or any other claims or for any costs, loss or damages (whether direct or indirect), or for loss of revenue or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any nature whatsoever (even if Astro had been advised of the possibility of such losses) due to any non-performance of Astro's obligations, including:
- 12.9.1. use or inability to use or access the Astro Fibre Services for whatever reasons, such as adverse weather conditions, electromagnetic interference, equipment failure, disruption or interference of Astro's network or its telecommunications provider's network and the quality of the Astro Fibre Services;
 - 12.9.2. any upgrading or modification to the Astro Fibre Services and/or Astro Fibre Equipment as deemed necessary by Astro;
 - 12.9.3. any act, omission, error, default by Astro and/or Astro's related companies, its officers, employees and agents in relation to the Astro Fibre Services;
 - 12.9.4. any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Astro Fibre Equipment and/or the Astro Fibre Services for any reason whatsoever;
 - 12.9.5. any loss, distortion or corruption of data arising out, or from the use, of the Astro Fibre Services;
 - 12.9.6. the use of any equipment (whether provided by Astro or otherwise) which does not guarantee reliability and internet strength quality; and
 - 12.9.7. any inconvenience caused to the Customer.
- 12.10. 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.

13. NOTICES AND CORRESPONDENCE

- 13.1. Any communication or notice to Astro, other than a notice to the Personal Data Protection Officer, should be made in writing to 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) or to Peti Surat 10335, 50710 Kuala Lumpur and marked for the attention of the "Customer Management Division".
- 13.2. 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 Astro Fibre 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.
- 13.3. Notices sent in writing will be considered to be received upon hand delivery or upon the fifth business day after posting. Notices sent by email will be considered to be received upon

electronic confirmation of the transmission of the email to the Customer's aforementioned email address.

14. RIGHT OF RESCISSION UNDER THE DIRECT SALES AND ANTI-PYRAMID SCHEME ACT 1993.

- 14.1. 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 Astro Fibre Agreement before the expiry of the cooling-off period set out in the Astro Fibre Application Form.

15. CUSTOMER'S PERSONAL DATA

- 15.1. 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 Astro Fibre Services; (ii) marketing any products or services of Astro, its affiliates and/or Astro's business partners, including any collaborative campaigns; (iii) complying with any statutory or legal obligations; (iv) credit checking and/or debt recovery; and (v) any other activities which are ancillary to the Astro Fibre Services.
- 15.2. 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 Fibre Services; (iii) Astro's agents, auditors and advisers and those of Astro's affiliates; (iv) any other parties which provide retail products and services for the purposes of marketing activities; (v) any organisation which provides credit checking, credit reporting and/or debt recovery services if the Customer has any outstanding fee or monies due to Astro at any point in time; and (vi) any entity or person, the disclosure to which is reasonably necessary or desirable for the provision of the Astro Fibre Services. The Customer also consents to the transfer by Astro of the Customer's Personal Data to locations outside Malaysia for any of the purposes set out above.
- 15.3. 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.
- 15.4. Customer's Personal Data will be obtained from the Customer at the time of subscription for the Astro Fibre Services or as may be requested from the Customer by Astro at any time thereafter or from existing Personal Data which had been collected by Astro previously.
- 15.5. 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 the address stated in Clause 13.1 herein 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.
- 15.6. 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 Astro Fibre Services. Failure to provide the same may result in Astro not being able to provide the Astro Fibre 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.

16. ASSIGNMENT

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

17. GOVERNING LAW AND JURISDICTION

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

18. ASTRO FIBRE BUNDLE CUSTOMER

- 18.1. Customer acknowledges and agrees that by subscribing to Astro Fibre Bundle, Customer will be subjected to both these Astro Fibre Terms and Conditions and the [General Terms and Conditions for Astro Services](#). For the purpose of this clause, "Astro Fibre Bundle" means the Astro Fibre Services bundled with Astro TV content packages.
- 18.2. Unless expressly stated otherwise, Customer who subscribes to Astro Fibre Bundle will be subjected to the same period of Minimum Subscription Period.
- 18.3. Upon expiry of the Minimum Subscription Period:
 - 18.3.1. the Customer's subscription shall continue until it is terminated by Customer by giving thirty (30) days written notice in accordance with Clause 8.2 herein (for Astro Fibre Services) and Clause 8.2 in the [General Terms and Conditions for Astro Services](#) (for Astro TV content packages); and
 - 18.3.2. Customer will no longer be entitled to special sign-up offer, rebate or discount enjoyed during the Minimum Subscription Period. The fees payable by the Customer after the expiry of Minimum Subscription Period will be based on the subscription plan or TV content packages subscribed and/or chosen by the Customer.

Annexure 1

FAIR USAGE POLICY FOR ASTRO FIBRE SERVICES

1. INTRODUCTION

- 1.1. This fair usage policy ("**Policy**") sets out an acceptable level of conduct between Astro and its Customer using the Astro Fibre Services.
- 1.2. Bandwidth that is provided by Astro is shared by all Customer active at any one point in time.
- 1.3. Astro has set in place this Policy to ensure that the Astro Fibre Services are running smoothly for all Customer.
- 1.4. Astro may, from time to time, change this Policy without further notice to its Customer. Please visit Astro's website at www.astro.com.my periodically to determine any changes to this Policy.
- 1.5. This Policy supplements the Astro Fibre Terms and Conditions.

2. UNLAWFUL ACTIVITIES

- 2.1. In using the Astro Fibre Services and/or any other internet access service that may be provided by Astro, the Customer must conform to the laws of Malaysia and will not knowingly permit any illegal use or such use that will discredit Astro.
- 2.2. This includes NOT:
 - 2.2.1. uploading, sending, receiving, posting, distributing, disseminating, harassing, encouraging the receipt of, defamatory publishing, downloading, providing or sharing a URL/link to, or using any material which is offensive, abusive, indecent, unlawful, or menacing or a breach of copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
 - 2.2.2. using for commercial purposes;
 - 2.2.3. sending or uploading unsolicited emails, contests or chain letters;
 - 2.2.4. sending or uploading advertising or promotional materials, exposing or offering for sale any goods or services (including streaming technology which is used, in part or in whole, such that it results in an infringement of copyright), or conducting or forwarding surveys;
 - 2.2.5. voluntarily or without due care and attention transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Astro or its telecommunications provider or any other internet user or person;
 - 2.2.6. partaking in activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
 - 2.2.7. allowing activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or propriety designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;

- 2.2.8. allowing anything that may disrupt or interfere with Astro's network or its telecommunications provider's network or services or cause a host or the network to crash;
- 2.2.9. launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
- 2.2.10. making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large mail attachments;
- 2.2.11. circumventing the user authentication or security process of a host or network;
- 2.2.12. creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data; or
- 2.2.13. violating Astro's network or its telecommunications provider's network or system security.

3. SECURITY

- 3.1. The Customer is assigned a user ID and password. Upon changing the default password, the Customer is responsible for ensuring that its user ID and/or password remain confidential at all times.
- 3.2. Astro may request that the Customer changes its user ID and/or password should Astro deem necessary.
- 3.3. The Customer shall not disclose its user ID and/or password to any third party, or use the same for any purpose connected with the improper use of the network, including accessing or attempting to access other parts of the services for which the Customer does not have access rights.
- 3.4. The Customer is accountable for taking any and all necessary steps to ensure any third party does not obtain access to the network.
- 3.5. Should the Customer suspect that its user ID and/or password has been compromised, the Customer must immediately contact Astro.
- 3.6. The Customer bears sole responsibility for the security of its devices, computer and servers.
- 3.7. Astro strongly recommends that the Customer protects its computers with anti-virus software.

4. GENERAL USE OF SERVICE AND ABUSE

- 4.1. The Customer must be at least twenty-one (21) years old to subscribe to the Astro Fibre Services. Sub-users under this age must have permission from the Customer as the Customer's Astro Account holder to access the Astro Fibre Services.
- 4.2. The Customer must not run port-scanning software using the Astro Fibre Services.
- 4.3. The Customer must not undertake any activity that has an adverse effect on the Astro Fibre Services or any of its Customer.
- 4.4. The Customer may not use its Astro Fibre Services connection to run programs or servers that provide network contention or connectivity to any third party not at the location where the connection is installed. Examples of prohibited programs include mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers.

- 4.5. The Customer may not resell or otherwise charge others for the use of its internet connection. The Astro Fibre Services provided to the Customer is for recreational, residential and personal use only and may not be used for operations of an internet service provider.
- 4.6. Should the Customer's internet session cease activity for a certain period of time, which may vary from twenty (20) minutes to thirty (30) minutes, Astro may, at its sole discretion, automatically disconnect the Customer's internet session. This automatic disconnection is to allow maximum network performance.

5. FAIR USAGE AND RIGHTS RESERVED BY ASTRO

- 5.1. At Astro, the Customer's satisfaction is the utmost priority. As such, Astro has put in place Clause 5.2 below to ensure the majority of the Customer do not suffer any negative impact due to a very small number of errant by high bandwidth users.

5.2. Peer-To-Peer and File Sharing Software

- 5.2.1. Certain software/applications are used by a small number of Customer to send and receive files containing very large amount of data (including traffic from peer-to-peer software/applications (such as Bit Torrent, eDonkey, Gnutella) or file sharing software (such as Limewire)). These activities may cause network congestion and can negatively impact the speed at which other Customer can access the internet.
 - 5.2.2. Astro does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software/applications.
 - 5.2.3. The system that is used to provide the Astro Fibre Services can identify very high bandwidth users and Astro seeks to manage the Customer's usage by throttling their bandwidth to a much lower broadband speed to ensure fairness to all Customer.
 - 5.2.4. The Customer is reminded that software (as mentioned in Clause 5.2.1 of this Policy) which allows the download of illegal content is prohibited by Astro as it is an infringement of copyright and/or intellectual property rights and rightful owners of such copyright and/or intellectual property rights may take measures to prosecute. Each individual download can be traced by the Customer's IP address back to the Customer's Astro Account.
- 5.3. In the event the Customer breaches this Policy, or Astro or a third party reasonably suspect that the Customer has breached this Policy or any laws and regulations, Astro reserves the rights to:
 - 5.3.1. disconnect or disable the Customer's access to the Astro Fibre Services upon the receipt of a notification from the copyright owner or pursuant to a court order or when required by law or regulatory body, and Astro will notify the Customer of the action taken by Astro accordingly.
 - 5.3.2. throttle the bandwidth of the Customer until such time as Astro deems fit.
 - 5.3.3. suspend or terminate the Customer from using the Astro Fibre Services.
 - 5.3.4. release the Customer's information pursuant to any copyright and/or intellectual property right infringement if it is required to do so by any law, regulatory body or court of law.