

FAIR USAGE POLICY - ASTRO FIBRE SERVICE

Introduction

1. This Fair Usage Policy ("**Policy**") sets out an acceptable level of conduct between Measat Broadcast Network Systems Sdn Bhd ("**ASTRO**") and its customers using the Astro Fibre service.
2. Bandwidth that is provided by ASTRO is shared by all customers active at any one point in time.
3. ASTRO has set in place this policy to ensure that the Astro Fibre service is running smoothly for all customers.
4. ASTRO may, from time to time, change this Policy without further notice to its customers. Please visit ASTRO's website at www.astro.com.my periodically to determine any changes to this Policy.
5. This Policy supplements the **Customer General Terms & Conditions** for Astro Services and the **Astro Fibre Product Terms & Conditions**.

Unlawful Activities

1. In using the Astro Fibre service and/or any other internet access service that may be provided by ASTRO, you must conform to the laws of Malaysia and will not knowingly permit any illegal use or such use that will discredit ASTRO.
2. This includes NOT:
 - a. 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;
 - b. using for commercial purposes;
 - c. sending or uploading unsolicited emails, contests or chain letters;
 - d. 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;
 - e. 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;
 - f. partaking in activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
 - g. 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;

- h. 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;
- i. launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
- j. 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;
- k. circumventing the user authentication or security process of a host or network;
- l. creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data;
- m. violating ASTRO's network or its telecommunications provider's network or system security.

Security

1. As a customer, you are assigned a user ID and password. Upon changing the default password, you are responsible for ensuring that your user ID and/or password remain confidential at all times.
2. ASTRO may request that you change your user ID and/or password if ASTRO deems necessary.
3. You shall not disclose your 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 you do not have access rights.
4. You are accountable for taking any and all necessary steps to ensure any third party does not obtain access to the network.
5. Should you suspect that your user ID and/or password has been compromised, you must immediately contact ASTRO.
6. The security of your devices, computer, and servers is borne solely by you.
7. ASTRO strongly recommends that you protect your computers with anti-virus software.

General Use of Service and Abuse

1. You must be at least 21 years old to be an ASTRO customer. Sub-users under this age must have permission from you as the account holder to access the Astro Fibre service.
2. You must not run port-scanning software on any Astro Fibre service.
3. You must not undertake any activity that has an adverse effect on the Astro Fibre service or its customers.
4. You may not use your Astro Fibre service 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, but are not limited to, mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers.
5. You may not resell or otherwise charge others for the use of your internet connection. This service is for recreational, residential, commercial and personal use only and may not be used for operations of an internet service provider.
6. Should your internet session cease activity for a certain period of time, which may vary from 20 minutes to 30 minutes, ASTRO may, at its sole discretion, automatically disconnect your internet session. This automatic disconnection is to allow maximum network performance.

Fair Usage and Rights Reserved by ASTRO

1. At ASTRO, customer satisfaction is our utmost priority. As such, we have the clauses below in place to ensure the majority of our customers do not suffer due to a very small number of errant high bandwidth users.
2. Peer-To-Peer and File Sharing Software
 - a. Certain software/applications which is used by a small number of customers to send and receive files containing very large amounts of data (including without limitation 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 customers can access the internet.
 - b. ASTRO does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software/applications.
 - c. The system that is used to provide the Astro Fibre service 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 customers.
 - d. You are reminded that the software (as mentioned in section (a) above) allows the download of illegal content which ASTRO prohibits, which 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 account with ASTRO.
3. In the event you breach this Policy, or ASTRO or a third party reasonably suspect that you have breached this Policy or any law, ASTRO reserves the rights to:
 - a. Remove or disable your access to Astro Fibre service 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 you of the action taken by ASTRO.
 - b. Throttle your bandwidth until such time as ASTRO deems fit.
 - c. Suspend or terminate you from using Astro Fibre service.
 - d. Release your 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.