

## GENERAL TERMS AND CONDITIONS OF USE

Version: 27 January 2014

### 1. INTRODUCTION

- 1.1 Our Services is operated by Astro Digital Publications Sdn Bhd (previously known as “Astro Publications Sdn Bhd”) (Company No. 379611-V) (“Company/we/ours/us”). By using our Services, you are entering into a binding contract with us. Your agreement with us includes (1) This General Terms and Conditions of Use (“Terms of Use”), (2) Our Privacy Policy, (3) Privacy Notice, (4) any additional terms and conditions that are referenced herein or that are presented elsewhere on the Website in relation to a specific Service or feature and (5) where applicable, our Mobile Terms of Use (collectively, the “Agreements”).
- 1.2 **WE ARE PROVIDING THE SERVICES TO YOU ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF THE SERVICES IS VERY LIMITED. IT IS THEREFORE IMPORTANT THAT YOU READ THE ENTIRE AGREEMENTS CAREFULLY BEFORE USING ANY OF OUR SERVICES. BY ACTUALLY ACCESSING AND/OR USING THE SERVICES, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEING TO BE BOUND BY THESE AGREEMENTS IN ITS ENTIRETY FROM THAT POINT ONWARDS.**

### 2. MODIFICATIONS, ADDITIONS AND/OR DELETIONS OF THE AGREEMENTS

- 2.1 We may, in our discretion, make changes to the Agreements from time to time. You should look at the terms and conditions of the Agreements regularly. When such changes are made, it will be effective immediately upon posting. You understand and agree that if you use the Services and/or continue to use the Services after the date on which the terms of the Agreements have changed, we will treat your use as acceptance of the amended Agreements.

### 3. DEFINITIONS

- 3.1 In these Terms of Use, unless inconsistent with the context or otherwise specified, the following expressions shall have the meaning set forth below:

“Astro Group” means ASTRO Malaysia Holdings Sdn Bhd (“AMH”) and any person or entity controlled by, or under common control with AMH. "Control" means ownership of shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.

“Content” means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio , files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content and User Generated Content made available on or through our Services.

“Device” means any computer electronic device, including but not limited to, personal computers, mobile phones, smart phones, tablets, portable media players, mobile gaming consoles, smart TV, etc.)

“Platform” means Website, Software Application and such other platform as may be made available by us, from time to time.

“Preview Content”	means Content and selected User Generated Content that has been edited by us and Posted through the Services for the viewing and browsing benefits of User.
“Post/Posted”	means to publish, display, submit and/or upload.
“Services”	means the Software Application, Website, its feature and services such as podcast, online tools, premium content subscriptions, exclusive membership, instant messaging, webcasting, Streaming, embeddable videos, contests, purchases, and other services created by us from time to time and made available from any Platform.
Software Application	means a software application owned, managed and/or operated by the Company and/or Astro Group and is designed to run on the Device and made available for free or for a fee on the application distribution platform such as Apple App Store, Google Play, Windows Phone Store, BlackBerry App World and/or through any other different distribution platform, whether known now or in the future.
“Streaming”	means a contemporaneous digital transmission of an audio-visual work via the internet from the Service to a User’s Device in such a manner that the data is intended for real-time viewing or listening and not intended to be copied, stored, permanently downloaded, or redistributed by the User..
“User/you/yours”	means individual who is accessing and/or using any one or more of our Services, which may include (though not limited to), readers, contestants, and participants.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video or audio or other data or information Posted by User on any one or more of our Platform.
“Website”	means any internet site on the World Wide Web owned, managed and/or operated by us and/or Astro Group.

#### **4. OUR SERVICES IN GENERAL**

- 4.1 We do not represent that our Services may be available in all regions and countries around the world. In fact, we reserve the right, in our sole discretion, to limit or terminate your ability to access and use our Services from certain regions or countries. In addition to that, you assume all obligations and risks associated with the accessibility and use of our Services from any given region or country in the world.
- 4.2 We reserve the right to limit and/or prohibit your use and/or access to any of our Services at our sole discretion and shall not be liable for any such limitation or prohibition.
- 4.3 We may also change or discontinue any aspect of the Services provided at any time, without any prior notice to you, without any liability, including, but not limited to, the content, contest, purchases, subscription, and/or equipment needed for access or use of the Services.

4.4 You further acknowledge and understand that the Content and/or information provided in any part of our Services may contain technical inaccuracies or typographical errors and as such, we may change or update such Information without any notice and without liability, to you.

## **5. LICENCE**

5.1 Our Services, its Content and materials provided through it are the property of ours, or are included with the permission of the owner of the rights, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of our Services.

## **6. PERSONAL DATA AND PRIVACY**

6.1 To learn about how we collect & protect your personal data, refer to our Privacy Policy. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.

## **7. PARENTAL ADVISORY**

7.1 **IF YOU ARE A USER UNDER THE AGE OF 18, PLEASE REVIEW THESE TERMS OF USE WITH YOUR PARENTS. ONE OR MORE OF OUR SERVICES ARE NOT DESIGNED FOR USE BY CHILDREN UNDER THE AGE OF 18 AS OUR SERVICES MAY PROVIDE ACCEESS TO MUSIC OR OTHER CONTENT THAT CONTAINS EXPLICIT CONTENT INCLUDING USE OF PROFANE LANGUAGE AND/OR SEXUAL REFERENCES. PARENTAL DISCRETION IS ADVISED FOR ALL USERS BELOW 18. BY ACCESSING AND/OR USING OUR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE ABOVE 18 AND HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THESE AGREEMENTS COMPRISING THESE TERMS OF USE AND ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE.**

## **8. CORPORATE ENTITY**

8.1 Our Services are meant for personal, non-commercial use only. Organisations, companies and/or businesses shall not use our Services or any part thereof for any commercial use, whether or not for the purposes of gaining any form of profits from its clients or users, without our prior written consent.

## **9. THIRD PARTY SERVICES**

9.1 Our Services may provide a link or a platform to third party applications, websites and/or services to make available certain Services to you ("Third Party Services") and your use of these Third Party Services is subject to their terms of use. We, therefore, encourage you to read the Third Party Services terms and conditions, privacy policy and other terms and conditions before using or accessing such Third Party Services.

9.2 Such Third Party Services are provided to you only as a matter of convenience and as such we does not provide any form of representation and/or warranty, whether express or implied, for the use of such Third Party Services. We shall not be responsible if the Third Party Services are not working appropriately. We have no control over such Third Party Services and resources and we shall not be responsible for the contents, privacy policies, practices of any Third Party Services or advertisement, including without limitation any other link contained in the Third Party Services and we do not endorse any content, advertising, products, or other materials on or available from such Third Party Services or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Third Party Services, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature. By using our Services, you expressly relieve us from any and all liability arising from your use of any Third Party Services.

9.3 Any dealings with third parties (including advertisers) over the Third Party Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from any one or more of the Third Party Services is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. We have no responsibility or liability for any merchant or your relationship with such merchant.

## **10. YOUR INFORMATION**

10.1 Generally, you can access and/or use any of our Services without disclosing your personal data. However, in order to access certain Services, such as, contests, giveaways, etc., you may require you to provide us with your information. In such circumstances, you represent and warrant that all information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have to right to suspend, revoke, and/or forthwith terminate (a) your access, participation and/or use of any or all of our Services if the information provided by you is untrue, inaccurate, not current or incomplete or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.

10.2 Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your data and its use as set out in these Terms of Use. By submitting your information you are consenting to these transfers.

## **11. REGISTRATION**

11.1 Some of our Services may require you to register and provide certain information, including user name, a password, a valid email address and/or your account number as an Astro Satellite TV subscriber ("Account Information"). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. We will use your Account Information in accordance with our Privacy Policy.

## **12. ACCOUNT CONFIDENTIALITY**

12.1 You agree that you will not allow others to use any aspect of your Account Information. You have the responsibility for taking steps to maintain confidentiality and security of your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You agree to notify us immediately of any unauthorized use of your password and/or account. We shall not be responsible for any losses arising out of the unauthorized use of your user name, password and/or account and you agree to indemnify and hold harmless us, our affiliates, partners, parents, subsidiaries, agent, and/or licensors, as applicable, for any improper, unauthorized or illegal use of the same.

## **13. USE OF CONTENT**

- 13.1 Except for all User Generated Content, all Content, including without limitation, the text, software, scripts, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (“Marks”), made available on or through our Services are owned by us or licensed to us, subject to copyright and other intellectual property rights under the law. We may change any part of or all of our Content or features at any time, in any way, for any or no reason.
- 13.2 The Content is provided to you on an “AS IS” basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Services provided hereunder, except that where such Services is configured to enable the download of particular Content, you may download one copy of such Content to a single Device for your personal, non-commercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, Services or brands. Any business use, “re-mailing” or high-volume or automated use of our Services is prohibited.
- 13.3 You may access certain Content including the Preview Content only in a manner and subject to conditions as stated under these Terms. You further agree not to engage in the use, copying, or distribution of any or all of the Content other than expressly permitted herein, including any use, copying, or distribution of any part of the Content for any commercial purpose whatsoever.
- 13.4 You agree that when accessing and/or using our Services, you may be exposed to User Generated Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, protection or integrity of or intellectual property rights relating to such User Generated Content. You further understand and acknowledge that you may be exposed to User Generated Content that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Us with respect thereto, and agree to indemnify and hold the Company, Astro Group, its operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use and/or access of our Services.

#### **14. YOUR CONDUCT – USE OF OUR SERVICES**

- 14.1 You agree to access and/or use our Services only for lawful purposes and in accordance with these Terms of Use and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of our Services. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue.
- 14.2 You agree to (a) notify us immediately of any unauthorised use of our Services and/or (b) unauthorised use of your personal data. We cannot and shall not be liable for any loss or damage arising from your failure to comply with this provision.
- 14.2 You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through the Services. Recognizing the global nature of the internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding on-line communication in the country in which you reside.
- 14.3 You may not use our Services in any manner that could damage, disable, overburden, or impair any one or more of our Platform or the network(s) connected to such Platform which is used to provide the Services or interfere with any User’s use and enjoyment of our Services. You shall not attempt to gain unauthorized access to any of our Services, Platform and/or our User’s personal data, computer systems or networks connected to the Platform, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

- 14.4 Where charges are applicable, you agree to be responsible for payment of all applicable charges incurred as a result of your use of the Services, including but not limited to the use or misuse by an unauthorised third party, or any error, accidental use or loss.
- 14.5 You agree not to distribute in any medium any part of our Services, including but not limited to our Content, Preview Content and/or User Generated Content without our prior written authorization.
- 14.6 You agree not to alter or modify any part of our Services, including but not limited to the embedded player or any of its related technologies.
- 14.7 You agree not to access our Content and/or User Generated Content through any technology or means other than the embeddable player or other explicitly authorized means we may designate.
- 14.8 You undertake not to use our Services or any part thereof for any commercial use without our prior written authorization.

## **15. USER GENERATED CONTENT AND YOUR CONDUCT**

- 15.1 User Generated Content are made available to you for your information and personal use solely as intended through the normal functionality of the Services. User Generated Content are made available on an “as is” basis, and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Services or otherwise as prohibited under these Terms of Use.
- 15.2 As a User, you may be invited (whether or not due to participation of any contests, giveaways, etc.), to Post any User Generated Content in any one or more of our Platform and you agree, by submitting your contribution, to grant the Company and Astro Group a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivate works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Privacy Policy.
- 15.3 You also hereby grant each User of our Services a non-exclusive license to access your User Generated Content through the access and/or use of our Services, and to use such User Generated Content only as permitted through the functionality of the Services as detailed in Clause 13 only under these Terms of Use.
- 15.4 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that have been removed or deleted. The above licenses granted to us, by you in User Generated Content is irrevocable.
- 15.5 Further to the foregoing paragraph, by submitting your User Generated Content in any of our Platform , you warrant that:-
  - (a) your User Generated Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret,

copyright or other proprietary rights in and to any and all User Generated Content to enable inclusion and use of the User Generated Content in the manner contemplated by the provision of the Services and these Terms of Use and that you have the right to make it available to us for all the purposes specified above;

- (b) your User Generated Content is not defamatory;
- (c) your User Generated Content does not infringe any law;
- (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
- (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein;
- (f) you shall indemnify us against all legal fees, damages and other expenses that may be incurred by us as a result of your breach of the above warranty; and
- (g) waive any moral rights in your User Generated Content for the purposes of its submission to and publication in any of our Platform and the purposes specified above.

15.6 You understand that whether or not such User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.

15.7 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's intellectual property rights. We further reserve the right to remove Content and User Generated Content without prior notice as stated in these Terms of Use.

15.8 You understand and agree that we may review and delete any User Generated Content that you Posted in any of our Platform at any time without notice, without liability and for any reason whatsoever, and/or that we, in our sole judgment, believe (1) violates these Terms of Use, (2) might be offensive or illegal, or (3) might violate the rights of, harm, or threaten the safety of any other User.

15.9 Below is a partial list of the kind of User Generated Content that is illegal or prohibited on our Platform. Posting of any of this User Generated Content by you may, in our sole discretion, result in the revocation, suspension and/or termination of your use and/or access of our Services. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from any of the Platform and reporting such violators to the appropriate legal authorities. Prohibited User Generated Content includes, but is not limited to, User Generated Content which, in our sole judgment:

- is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;

- includes any information that (1) you know is false or misleading, (2) promotes illegal activities or conduct that is abusive, or (3) is threatening, obscene, defamatory, or libelous;
- constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, (1) pirated computer programs or links to them, (2) information which circumvents manufacturer-installed copy-protect devices, (3) pirated music, images, or video, or links to pirated music, image, or video files, or (4) Content which otherwise violates the terms of clause 13;
- displays pornographic or sexually explicit material of any kind;
- includes material that exploits people under the age of 18 in a sexual or violent manner, or is intended to solicit personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personally identifying information for commercial or unlawful purposes from other Users;
- constitutes or includes any promotion, sales or other commercial activity such as contests, sweepstakes, barter, or advertising; or
- solicit people you don't know to add you or accept you as a friend on the Service.
- solicit and engages in political discussions

Even though all of the above User Generated Content is strictly prohibited, there is a small chance that you might become exposed to such items while using and/or accessing our Services. IF SO, WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, ADVERTISERS OR CORPORATE PARTNERS SHALL NOT BE LIABLE IN ANY WAY OR RESPONSIBLE FOR ANY LOSS OR DAMAGES (TO OR FROM ANY PARTY) RELATED TO SUCH EXPOSURE.

#### 15.10 Further restrictions on your use and/or access of our Services

- (i) You must use and/or access our Services in a manner consistent with any and all applicable laws and regulations.
- (ii) Although we cannot monitor your conduct, it is a violation of these Terms of Use to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without the prior explicit consent of such User and Company.

15.11 **Copyright Protection Policy.** If you believe that your work has been copied and Posted in any of our Platform through the use of our Services, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact us at the addresses provided in our Websites.

15.12 **User Disputes.** You are solely responsible for your interactions with other User. We reserve the right, although we have no obligation, to monitor disputes between you and other User, and to take any action that we feel may be appropriate in our sole discretion, consistent with the terms of these Terms of Use, including the termination of the membership of one or more User.

## 16. SOFTWARE APPLICATION

16.1 We give you a personal, limited, non-exclusive license to install and use the Software Application for your non-commercial use on certain compatible Device. Any commercial use is prohibited.

16.2 You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Software Application or rights to use the Software Application. These Agreements shall commence on the



date that you install or otherwise use the Software Application. For clarity, Our Software Application is licensed, not sold, to you, and we retain ownership of all copies of the Software Application even after installation on your Device.

- 16.3 Your rights to use the Software Application is limited to the licence grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Software Application or any component of it, except as expressly authorised by us. You are prohibited from making a copy of the Software Application available on a network where it could be used or downloaded by multiple users.
- 16.4 You shall not decompile, disassemble, and attempt to extract the source code or reverse engineer the Software Application, or any component thereof, by any means whatsoever.
- 16.5 Open source software is important to us. Some Software Application may be offered under open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these Terms of Use.
- 16.6 Our Software Application may not be available to all Devices. You assume all responsibility to find out information regarding the end-user equipment and software necessary to use and/or access our Services and you shall assume all risks associated therewith.

## **17. DISCLAIMER AND LIMITATION OF LIABILITY**

- 17.1 We make no warranty that our Services will meet your requirement or that our Services will be secure, timely, uninterrupted or error free, or that any data, content, information, or other material accessible on or through any of our Platform are true, accurate, or are free of viruses or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Platform for the reconstruction of any lost data. All use and/or access of our Services are at your own risk and you are solely responsible for all damages resulting therefrom.
- 17.2 WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE AND/OR ACCESS OF OURSERVICES, ANY USER GENERATED CONTENT (POSTED IN ANY OF OUR PLATFORM ) OR TRANSMITTED TO YOU OR OTHER USER, OR ANY INTERACTIONS BETWEEN OR AMONG USERS OF OUR SERVICES, WHETHER ONLINE OR OFFLINE.
- 17.3 We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or User communications. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet or in any of our Platform or combination thereof. We are not responsible for any injury or damage to any computer equipment belonging to any User, or any other person related to or resulting from use and/or access of our Services or otherwise in any way in connection with the Services. The Services are provided on an "AS-IS" basis and, except as otherwise prohibited by applicable law, we expressly disclaim any warranty of any kind, including, but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We cannot guarantee and do not promise any specific results from use of our Service. No advice or information, whether oral or written, obtained by you from us, or from or through the Services shall create any warranty not expressly stated herein.

- 17.4 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES AND/OR DAMAGES WHATSOEVER SUFFERED INCURRED AND/OR SUSTAINED BY YOU THAT RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE OUR SERVICES, ANY CHANGES TO THE OUR SERVICES OR UNAUTHORISED ACCEESS TO OR ALTERNATION OF YOUR TRANSMISSION OR DATA, OR COMMUNICATION, TRANSMISSION, MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH ANY OF OUR PLATFORM OR ARISING IN CONNECTION WITH THE FRAUDULENT OR UNLAWFUL ACTS OF ANY THIRD PARTY, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17.5 You specifically agree that we are not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 17.6 IF YOU ARE DISSATISFIED WITH OUR SERVICES, ITS CONTENT, THE MATERIALS AVAILABLE ON OR THROUGH THE SERVICES OR WITH THE PROVISION OF THESE AGREEMENTS, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND/OR USE THE SERVICES AND WHERE SOFTWARE APPLICATION HAS BEEN INSTALLED, TO UNINSTALL IT.
- 17.7 We will take reasonable measures to maintain the privacy and security of all personal data provided by you in any of our Platform, but third parties (such as hackers) may breach or attempt to breach our security measures or may gain unauthorized access to our database or other equipment containing your personal data. YOU AGREE THAT WE SHALL NOT IN ANY WAY BE LIABLE FOR ANY LOSS AND DAMAGES OF ANY SORT, WHETHER ARISING UNDER CONTRACT, TORT OR OTEHRWISE WITH RESPECT TO ANY BREACH OF SECURITY OF OUR PLATFORM OR ANY OF OUR EQUIPMENT OR USER INFORMATION.
- 17.8 Our Services provided from different Platform is controlled and offered by us from our facilities in Malaysia. We make no representation that the Services is appropriate or available for use in other regions and countries. Those who access or use our Services from other jurisdictions do so at their own violation and are responsible for compliance with local law.

## **18. INDEMNITY**

- 18.1 You agree to indemnify, defend and hold the Company, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Company's Services and harmless from and against all losses, expenses, damages and costs, including solicitor's fees (on a solicitor and client basis), resulting from (a) your use of or conduct or access to our Services; (b) your violation of any of our terms and conditions of Agreements; (c) your violation of any third party right, including without limitation any copyright, property or privacy rights; or (d) any claim that one of your User Generated Content caused damage to a third party. This indemnification obligation will survive these Terms of Use and your use of our Services.
- 18.2 The provisions of these clauses are for the benefit of the Company and its officers, directors, employees, agents, shareholders, licensors and suppliers to our Services. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **19. DISCLOSURE AND CONFIDENTIALITY**

- 19.1 We reserves the right to disclose any personal information about you or your use of the Services without your prior permission, if we believe that such action is necessary to: (1) conform to legal requirements or

comply with legal process; (2) protect and defend our rights or property or Astro Group, its holding or affiliated company; (3) enforce these Terms of Use; or (4) act to protect the interests of its other User.

19.2 Any non-personal information or material sent to us by you will generally NOT be treated as confidential.

## **20. PROPRIETARY RIGHTS COPYRIGHT**

20.1 Our Services and its Content are protected by trademark, copyright, or other intellectual property laws and international treaties. Any unlawful use of our Services and Content is strictly prohibited unless you obtained prior written consent from us. You agree that our Content is intended only for your personal viewing and that any reproduction, communication, rental, performance, redistribution or recording in any form or format of the Content or any party thereof whether for commercial reason or otherwise is strictly prohibited by these Terms of Use or by any law and may result in severe civil and/or criminal actions or penalties.

20.2 Elements of the Website, Software Application and any other Platform, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

20.3 No logo, graphic, sound or image found in our Services through the different Platform may be copied or retransmitted unless we expressly allows it in writing.

## **21. TRADEMARKS AND THIRD PARTY MARKS**

21.1 We reserve all rights in its corporate names, service marks, logos, trade names, trademarks, Platform and domain names (collectively "Marks") and nothing in these Terms of Use grants you the license to use such Marks. Additionally, other marks which appear in any of our Services through different Platform may contain marks of third parties that are not affiliated with the Company. The Company and Astro Group do not own such third party's marks and the use of such marks may be subject to the terms and conditions provided by such third party. Please take the effort to find out yourself such terms and conditions for the use of such marks.

## **22. TERMINATION PROCESS AND RESTRICTIONS**

22.1 Without limiting anything herein contained, we reserve the right to cancel, withdraw, suspend or terminate your use and/or access to our Services for any reason whatsoever at is sole discretion without notice to you and without liability.

22.2 In furtherance to the above, we may in our sole discretion, under these Terms of Use, cancel, withdraw suspend or terminate your use of and/or access to our Services through any of the Platform, without notice, without liability if:-

- (a) we suspect fraudulent use;
- (b) you materially violate these Agreements, any applicable law, rule or regulation relating to the use of and/or access to our Services through any one or more of our Platform;
- (c) any law, regulation or governmental action renders all or any portion of the Services or Platform unlawful or impracticable; or
- (d) Your use of and/or access to our Services impairs or threatens to impair the integrity or functionality of our network in any manner; or
- (e) we believe that you have violated and acted inconsistently with the spirit of these Terms of Use.

- 22.3 YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CANCELLATION, WITHDRAWAL, SUSPENSION OR TERMINATION OF YOUR USE OF AND/OR ACCESS TO OUR SERVICES THROUGH ANY ONE OR MORE OF THE PLATFORM AND YOU HEREBY RELEASE US FROM ANY LIABILITY WHATSOEVER.
- 22.4 We may, in our sole and absolute discretion, remove any User Generated Content, suspend and/or terminate your access for uploading such material in violation of these s Terms of User or our Agreements, at any time, without prior notice and without liability.

## **23. GENERAL PROVISIONS**

- 23.1 These Terms of Use, and your relationship with us, shall be governed by the laws of the Malaysia without regard to its conflict of law provisions. You and us agree to submit to the exclusive jurisdiction of the courts in Malaysia, to resolve any legal matter arising from the Agreements. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 23.2 Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of and/or access to our Services or information provided to or gathered by us with respect to such use.
- 23.3 If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use will continue in full force and effect, and If any provision(s) of the Terms of Use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. These Terms of Use shall not be construed against any party as the principal draftsman hereof. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.
- 23.4 Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by us in writing.
- 23.5 You may not assert any claim against the Company and/or Astro Group in connection with the use of and/or access to our Services through any of the Platform unless you have given us written notice of the claim within fourteen (14) days after you know or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
- 23.6 We may assign its rights and obligations under these Terms of Use to any party at any time without notice to you and these Terms of Use shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.
- 23.7 In the event of conflict on the use of the words and/or meanings of these Terms of Use in the English, Malay language and/or any other languages, the use of words and/or meanings given to it in the English language shall prevail. Should you have any questions concerning these Terms of Use and/or our Services, please contact us at [apub@astro.com.my](mailto:apub@astro.com.my).