

IMPORTANT NOTES (MUST READ) Please read & tick:

I understand that:

- The Astro B.yond IPTV with Maxis Home Fibre Internet service is subject to the Customer General Terms and Conditions for Astro B.yond IPTV Service contained in the Registration Form as attached.
- The Astro B.yond IPTV with Maxis Home Fibre Internet service is subject to a 24-month contract period commencing from the date of activation of the service.
- Cancellation within the contract period is subject to RM100 per month for every remaining month of the contract.
- TVi (Channel 180) is not available under this service.
- I am required to pay all outstanding amounts on my current Astro and Maxis Home Fibre Internet bills.
- I am required to install and activate the service within the next 14 days and will be contactable for creation of order and scheduling purposes.
- There is a charge of RM200 if I change/cancel my appointment within 3 days of the original appointment.
- I am responsible for providing the TV and 4-socket extension cord to complete the installation. For the Home Voice service, I am responsible for procuring my own DECT phone.
- Minimal drilling is required for Fibre Internet installation at my premise for standard installation. Non-standard installation charges may be applicable.
- For landed properties on the TM HSBB network, installation will consist of B.yond PVR decoder, residential gateway, BTU/ONT and Astro satellite dish.
- The devices provided for the service may be changed, substituted or modified without prior notice.
- Multiroom service is available (subject to technical limitations) at a flat fee of RM50 per month. Each Fibre Internet subscription allows up to a maximum of 2 set-top boxes in each household. Please refer to www.astro.com.my/iptv for the full terms and conditions of the Multiroom service.

Tick ONLY one box

- A) I wish to switch from Maxis Home Fibre Internet package and will sign the form consenting to the termination of the Maxis Home Fibre Internet package.
- B) I wish to switch from another service provider operating on the TM HSBB network (Unifi, P1 etc). To ensure that I have uninterrupted internet service, I will not terminate the service before the Astro B.yond IPTV with Maxis Home Fibre Internet service is activated. I am responsible for all charges imposed by the service provider including if I cancel within their minimum contract period.
- Request to relocate within 6 months upon of service activation will be subjected to a RM500 relocation fee.
- RM500 is applicable for non-Malaysian and/or tenants without landlord information.
- I can choose to pay my bill by auto debit payment or by making an advanced payment for either 6 months or 12 months. I can call Astro B.yond IPTV hotline at 03 9543 1543 or walk in to any Astro Customer Service Centre within the next 14 days to apply for either the auto debit payment or for the advance payment.
- All auto-debit customers will be on e-billing by default

Applicable For TENANTS only

I agree to provide my Landlord's information and a photocopy of my electricity bill with the Landlord's name.

Landlord's Details:

Name:

Email:

Contact Number:

Alternate Contact Number:

PLEASE TICK 1 OR 2

1. EXISTING Astro subscriber's documents:
 - Fill in credit card details only (if Auto Debit)
2. NEW subscriber's documents (Foreigner):
 - Fill in credit card details (if Auto Debit)
 - I.C./Passport/Immigration Card

Signature:

Name:

NRIC/Passport: Date:

use and viewing as permitted by the Copyright Act 1987 (Act 332) (as amended or replaced from time to time). (f) The Customer further agrees and acknowledges that this General Terms and Conditions permits reception of the Services Package, or any Content received through the Services Package, only in Malaysia, and reception outside Malaysia may constitute a violation of international copyright laws and other laws.(g) The Customer acknowledges that theft, fraud, piracy or other unauthorised usage of the Services Package or Provider Equipment may attract civil and/or criminal sanctions.(h) The Customer shall use the Services Package within the bandwidth range applied for in the Application Form. The Service Provider reserves the right at its sole discretion to suspend and/or request the Customer to increase the bandwidth at any time in the event the Customer's usage of the Services has exceeded the bandwidth range applied for, failing which the Service Provider shall not be responsible for any service degradation.(i) The Customer shall not:(i) send or disclose Log-on Details to any person other than the Service Provider; or(ii) store Log-on Details in any form, whether coded or un-coded, in a location where they are capable of being read by anybody other than the Customer.(j) The Customer shall be responsible for the secure storage of Log-on Details, including without limitation, changing the Customer's passwords from time to time and shall not reveal the same to any other person.

9.4 New, or additional, services or Content

(a) The Service Provider may, from time to time, provide new, or additional, services or Content which the Customer may wish to purchase.(b) The Customer may:(i) purchase and/or subscribe to any new, or additional, services or Content; or(ii) authorise any other person in the Customer's household to purchase new, or additional, services or Content; by way of request to the Service Provider, and the relevant service terms and conditions shall be deemed to be accepted by the Customer upon his/her usage of such new, or additional, services or Content.

9.5 Customer responsibility for purchase of new, or additional, services or Content

(a) The Customer shall be responsible for the purchase of any new, or additional, services or Content on the Astro STB or Smart Card may purchase new, or additional, services or Content on the Services Package; and(ii) to pay all applicable charges in relation to such purchases.(b) Without limiting clause 9.5(a), the Customer is solely responsible for ensuring that no one uses the Astro STB or Smart Card assigned to the Customer without the Customer's authorisation.(c) If the Customer wishes to protect against unauthorised purchases or activity, the Customer may do so by activating the channel security lock ("Parental Lock") on the Astro STB assigned to the Customer.

10 Astro PVR, EHDD and Content

10.1 Astro Personal Video Recorder and EHDD
The Customer may purchase the Astro Personal Video Recorder ("PVR") or the EHDD and only apply to the extent that the Services Package to which the Customer subscribes includes the PVR or EHDD.(a) The Astro PVR or the EHDD gives the Customer the ability to watch and record televised Content.(b) In order to have access to any recorded Content, the Customer must currently subscribe to the corresponding channels/package.(c) The Service Provider does not guarantee the timeliness, access to, or recording quality, of any particular Content.

10.2 Content subject to copyright

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

10.3 Exclusion of liability

(a) The Service Provider will have no liability to the Customer or anyone else who uses the Astro PVR, or the EHDD for the recording quality of the Astro PVR or the EHDD with regard to any content.(b) The Service Provider will not be liable to the Customer, any user or third party for any losses or damages, however classified or categorised, arising out of or related to the use or non-use, misuse, availability or reliance on the Astro PVR or the EHDD, the Astro IPTV Service or any other services made available notwithstanding the fact that the Service Provider has been notified of the possibility of such losses or damages.

10.4 Recording time of Astro PVR and EHDD

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

10.5 Licence

The Customer is subject to the licence terms set out in this clause 10.

10.6 Software licence

(a) The Customer may:(i) use the Software solely in executable code form and solely in conjunction with the Astro PVR or the EHDD;(ii) not copy, modify or transfer the Software, or any copy thereof, in whole or in part, and(iii) not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, or the rights to do so, in whole or in part.(b) The Customer may not rent, lease, load, resale or distribute the Software, or any part thereof, or attempt to install or connect the Astro PVR or the EHDD or any part thereof in any manner to any removable equipment for copying, transfer, storage of recorded programmes for any purpose in any form and/or media.(d) The Software is licensed, not sold, to the Customer for use only under the terms of this licence, and the Service Provider and its suppliers reserve all rights not expressly granted to the Customer.(e) The Service Provider and its suppliers retain ownership of all copies of the Software itself.(f) Except as stated above, this licence does not grant to the Customer any intellectual property rights in the Software.(g) This licence will be automatically terminated immediately if the Customer breaches any term or condition of this General Terms and Conditions.(h) The Service Provider reserves the right to update the features and/or functionality in the Astro PVR;(iii) provide data and Content to the Astro PVR or the EHDD;(iv) store data and Content on the hard disk drive (minimum 100 GB of hard disk space) of the Astro PVR or the EHDD; and(v) send electronic messages to the Customer Astro PVR or EHDD, through periodic downloads.(i) The Service Provider will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to the Services Package, but shall have no liability to the Customer for any interruptions in the Astro PVR or EHDD, Services Package, and/or any other services arising out of, or related to, such downloads.

10.7 No representations or warranties

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

11 Billing and payment

11.1 General billing arrangements

(a) The Customer's official start billing date will commence from the Activation Date.(b) The Customer will receive his/her bill for the Services Package via e-mail address provided by the Customer in the Application Form.(c) The Customer agrees for the duration of this General Terms and Conditions to:(i) promptly pay the Subscription Fees (and any other Charges) applicable for the provision of the Services Package due to the Service Provider as reflected in the bill; and(ii) pay any other Charges in relation to the Services Package, irrespective of whether such Charges were authorised by the Customer, had exceeded the Customer's credit limit or had arisen from any other causes whatsoever; and(ii) continue to be liable for any applicable Subscription Fees and other Charges during the period of interruption, suspension or loss of the Services Package or part thereof from any cause whatsoever and cause to utilise the Services Package, or any part thereof, for such period as may be required by the Service Provider.

11.2 Billing arrangements and itemised Subscription Fees and Charges

(a) The Customer acknowledges and agrees that, for the Services Package (excluding Maxis VOIP Service), the Customer will receive one (1) bill, which will include itemised charges for:(i) the Astro Services provided by Astro in its own right as principal; and(ii) the Maxis Services provided to the Customer by Maxis via Astro as disclosed in clause 11.5(a). The Customer acknowledges and agrees that Astro will collect the Customer's Subscription Fees, and any additional Charges, for the Services Package, both as principal in respect of the Astro Services, and as agent of Maxis in respect of the Maxis Services (excluding Maxis VOIP Service).(c) Should Customer opt to subscribe for Maxis VOIP Service, Customer will receive a separate monthly bill from Maxis directly on the charges incurred for the Maxis VOIP Service.

11.3 Payment of Subscription Fees

(a) The Customer acknowledges that the Service Provider will collect the Subscription Fees on a monthly basis or such other basis as the Service Provider may allow from time to time.(b) The Subscription Fees, for the payment period which the Customer has elected, must be paid in full for such period, in advance, by the Customer by order or bank draft (except in relation to the VoIP Telephony Service (if applicable), which is paid based on usage).(c) The Customer may also elect to pay the Subscription Fees by credit card or direct debit from the Customer's bank account by authorising the Service Provider to charge the credit card or debit the Customer's account (as applicable) in the Application Form.

11.4 Statement of account

(a) The Service Provider will send the Customer a statement of account for the Subscription Fees, but the Customer will be responsible for prompt payment even if the Customer does not receive the statement of account.(b) Any statement of account shall be deemed to be accepted by the Customer after thirty (30) calendar days from the date of the statement, and the Customer shall not be entitled to raise any objection in relation to the same.(c) For the avoidance of doubt, nothing in this General Terms and Conditions shall preclude the Service Provider from correcting at any time any error or discrepancy in the amount stated in the statement of account.

11.5 Refundable deposits

(a) Any refundable deposit tied to the Services Package, or any part thereof, shall be held to the Customer's credit and repaid to the Customer without interest after termination of the Services Package, and subject to the deduction of any amount due and payable to the Service Provider by the Customer.(b) Maxis reserve the right to deduct from the refundable deposit any amount due and payable to the Service Provider at any time and may request the Customer to make a further refundable deposit payment towards maintaining the refundable deposit at the level determined by the Service Provider.

(a) Any advance payments made by the Customer may only cover the Customer's current selection of Services Package, and may not cover other services or Content (including special event Content) purchased by the Customer during any billing period.(b) In such event, the Customer agrees to pay promptly the prescribed fee for such services and/or Content upon being billed by the Service Provider.

11.7 Additional charges

(a) In addition to the Subscription Fees, the Customer's payment must include all bank charges, commissions and service tax charges, where applicable.(b) The Customer agrees to pay the Service Provider all fees, penalties and handling charges for cheques made payable to the Service Provider and returned unpaid by the Customer's money order or bank draft (except in relation to the VoIP Telephony Service (if applicable), which is paid based on usage).(c) The Customer may also be required to pay the Subscription Fees by credit card or direct debit from the Customer's bank account by authorising the Service Provider to govern any amounts due from the Customer.

11.8 Changes to Services Package

(a) The Customer may change his/her selection of Services Package at any time after the initial registration. However, the Service Provider may charge the Customer an administrative fee for each change request, whether it is to add or remove or replace any Services Package, or part thereof. For applicable administrative fees and charges, please log on to www.astro.com.my/iptv/indices/index_1296.htm.

11.9 Changes to broadband speed of Services Package

(a) Should the Customer wish to change the Customer's selection of the broadband speed at any time after the initial registration, the Customer will not be charged for any upgrade but will be charged an administrative fee for any subsequent request after the first downgrade request.(b) The administrative fee is equivalent to the monthly fee of the higher broadband speed from which the Customer is downgrading.

(a) For every thirty (30) calendar days that the Customer's account is overdue by any amount, the Service Provider reserves the right to charge the Customer a late payment fee to the Customer's account for administrative costs. For applicable, administrative fees and charges, please log on to www.astro.com.my/iptv/indices/index_1296.htm.(b) In addition, the Service Provider reserves the right to suspend or terminate the Customer's access to the Services Package at any time without notice to the Customer, if payments are not received when due.(c) The Service Provider may also set-off any amounts credited to the Customer against any amounts the Customer owes to the Service Provider.

12 Rights reserved by Service Provider

12.1 Revision of Services Package and Subscription Fees

(a) The Customer agrees that the Service Provider may, at its sole discretion, revise this General Terms and Conditions and/or the Services Package and/or the Subscription Fees and other Charges, or the structure of the Subscription Fees and other Charges, at any time and will use reasonable endeavours to notify the Customer of such revisions. The Customer's continued use of the Provider Equipment and/or subscription to the Services Package will constitute acceptance of such revision.(b) The Service Provider reserves the right and shall be entitled at any time to:(i) add, delete or make changes to the Services Package;(ii) add or substitute alternative services, channels, programmes and/or Content;(iii) terminate or discontinue any of the services, channels and/or Content included in the Services Package, alter the number of channels and price of the Services Package, and alter the number of channels/packages;(iv) reduce the number of broadcast hours of any of the channels included in the Services Package;(v) upgrade or update any software currently in use in the Provider Equipment;(vi) upload or download any data or information in the Smart Card; or(vii) manage the Customer's bandwidth, reducing the speed or suspending or terminating the Services Package if the Customer uses the Service Package excessively or unreasonably, or in breach of the fair usage policies (as determined by the Service Providers from time to time), or maximum download cap; or(viii) when requested by any governmental agency or regulatory body.(c) The Service Provider shall be under no liability whatsoever to the Customer if any of the rights reserved in this clause 12 are exercised by the Service Provider, and the Customer shall remain liable to pay the Subscription Fees, and other Charges, in full.

12.2 Termination of General Terms and Conditions

(a) The Customer agrees to be bound by the provisions in this General Terms and Conditions, or any amendments to this General Terms and Conditions, the Customer may terminate the Services Package in accordance with clause 18 below.

13 Customer representations, warranties, covenants and undertakings

13.1 Representations, warranties, covenants and undertakings

(a) By the Customer's offer to subscribe to the Services Package, the Customer represents, warrants, covenants and undertakes with the Service Provider that:(i) the Customer is at least eighteen (18) years of age on the date of the submission of the Application Form to the Service Provider and resides in Malaysia;(ii) the information provided by the Customer in the Application Form is accurate and truthful;(iii) the address listed in the Application Form is the Designated Address at which the Customer will receive the Services Package;(iv) all consents, qualifications and authorizations from all necessary or relevant parties (including but not limited to developers, building management corporations or building owners) government and other authorities for the performance by the Customer of his/her obligations hereunder have been duly obtained and are in full force and effect;(v) the Customer will not resell the Services Package, or any part thereof, or impose any charge on others to view the Astro Services;(vi) the Customer will not broadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Astro Services in any form whatsoever;(vii) the Customer will not use the Provider Equipment and/or the Services Package in any way not authorized by this General Terms and Conditions;(viii) the Customer will not record, copy or reproduce the Astro Services, or any part thereof, other than solely for the purposes permitted by the Copyright Act 1987 (Act 332) (as amended) or replace from time to time; and(ix) the Customer will immediately notify the Service Provider of any change in the information listed on the Application Form and any other information provided or communication made to the Service Provider, including but not limited to:(A) billing and information, or communication, in connection with the charging of the Customer's credit card or debiting of the Customer's bank account;(B) the discovery of any theft, piracy or other unauthorised usage of the Services Packages (including usage of the Astro Services outside Malaysia); or(C) any fraud in connection with the Services Package.

13.2 Customer to report unlawful activities

The Customer must report immediately to the Service Provider when he/she discovers any fraud, theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Services Package and/or the Provider Equipment, and lodge a police report if required to do so and provide a copy of such police report to the Service Provider.

14 Personal Data

14.1 Collection, use and disclosure of Personal Data
Without derogating from the provisions in the Application Form in relation to the processing of the Customer's Personal Data and the provisions of the Privacy Notice that are set out on the reverse of the Application Form as well as any Privacy Statement or Privacy Policy of the Service Provider as may be published in the respective websites of the Service Provider:(a) The Customer acknowledges that the Service Provider and/or its Affiliates collect, use, disclose and otherwise process Personal Data as set out in the Service Provider's Privacy Statement;(i) the Maxis Privacy Statement is set out at: www.maxis.com.my/privacy and the Astro Privacy Statement is set out at: www.astro.com.my/portal/privacy; and(ii) the Service Provider may update its Privacy Statement from time to time. When the Service Provider changes its Privacy Statement in a material way, it will post a notice of the changes at:(i) Maxis: http://www.maxis.com.my/personal/general/nr_main.asp;(ii) Astro: <http://www.astro.com.my/portal/privacy-notice/>(c) The Customer will be deemed to have consented to the use of their Personal Data in the manner set out in the Service Provider's Privacy Statement by submitting their Personal Data and using the Services Package;(d) The Customer will also be deemed to have consented to Maxis and Astro sharing Personal Data relating to his or her usage of the Maxis Services and the Astro Services included in the Services Package; and(e) The Customer represents and warrants that the Customer has obtained the consent of third parties (e.g. family member/friend) whose Personal Data is set out in the Application Form and disclosed to Astro and Maxis to allow Astro and Maxis to process such Personal Data for the purposes as set out in the Privacy Notice.

15 Provider Equipment

15.1 Provider Equipment

(a) The Customer consents to the Service Provider upgrading and/or updating software currently used in the Provider Equipment, or uploading and/or downloading any data or information in the Smart Card at anytime at its sole and absolute discretion.(b) The Customer shall(i) not give anyone else any rights whatsoever over the Provider Equipment; and(ii) be responsible to maintain and safeguard the Provider Equipment installed by the Service Provider and/or the Customer, and shall be liable for any loss or damage to the Provider Equipment, or any part thereof, or any loss of or damage to the Services Package and/or the Provider Equipment to anyone;(i) allow the Service Provider to conduct periodic maintenance and/or change, repair, replace or retrieve the Provider Equipment as the Service Provider deems necessary to enable the Customer to enjoy the Services Package; or(ii) allow authorised Service Provider personnel to access the Customer's premises for the aforesaid purpose.(d) The Customer must notify the Service Provider promptly if the Provider Equipment is damaged, lost or stolen.(e) In the event that the Provider Equipment is damaged, lost or stolen whilst under the Customer's custody, the Service Provider reserves the right to charge the Customer the cost for the damaged, lost or stolen Provider Equipment.(f) The Customer must(i) adhere to all instructions and notice given by the Service Provider from time to time in respect of the use of the Provider Equipment; and(ii) return the Service Package by parcel to the Service Provider in the same condition as when it is provided to the Customer (fair wear and tear excepted) upon termination and/or expiry of the Services Package, failure of which the Customer shall be liable to pay the Service Provider an agreed fee. For the applicable fees and charges, please log on to www.astro.com.my.

15.2 Additional equipment

If the Customer purchases any additional equipment, including without limitation, an EHDD for the purposes of recording the Astro Services, or a wireless router, the Customer shall be responsible for the additional equipment and the Service Provider will not be liable to the Customer in any circumstances relating to the additional equipment.

16.1 Customer's indemnity

The Customer hereby agrees to indemnify and shall keep indemnified the Service Provider from any and all claims, demands, loss, costs, damage, liability or expenses arising directly or indirectly from:(a) any claim for libel, invasion of privacy, infringement of copyright, patent, trademark, intellectual property right or other proprietary right, or breach of confidence or privilege; or(b) breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Astro Services or Maxis Services; or(c) any damages, loss, cost and expenses incurred by the Service Provider as a result of physical damage and/or destruction caused by the acts and/or omission of the Customer or the Customer Equipment; or(d) the use of the Services Package by a person using the Service Provider's equipment in the Services Package, or Maxis Network or Astro's network or the Affiliate's network, or(v) any technical failure occurs in the Services Package, or Maxis Network or Astro's network or the Affiliate's network, or(v) any of the provisions of this General Terms and Conditions by the Customer; or(f) all other claims arising out of any of the Customer's acts or omissions of any unauthorised use, or exploitation, of the Services Package, including but not limited to, the Customer:(i) transmitting or providing any Content which may be defamatory, offensive, indecent, harmful, damaging, destructive, illegal or otherwise violate any applicable laws, rules or regulations; or(ii) making, or attempting to make, any unauthorised access to any part, or component of, Maxis' Network or any third party's system or networks; or(iii) disrupting other networks that may be connected to the Service Provider's network, or violating the regulations, policies or procedures of such networks; or(iv) violating or infringing (in any manner) the right of any party, including but not limited to, their intellectual property or confidentiality rights.

17. Suspension or termination of Services Package

(a) The Service Provider shall have the right, in its sole discretion and without notice or compensation, to restrict, bar, cancel, disconnect, suspend or terminate the Customer's access to any part or all of the Services Package if:(i) the Customer fails to pay in full any sums or Charges due or payable pursuant to this General Terms and Conditions within seven (7) days of the relevant due date for payment; or(ii) the Customer consistently uses the Services Package to download or upload extremely high volume data; or(iii) the Customer does anything which may, in the Service Providers' opinion, lead to, including but not limited to, the damage or injury to the Services Package, or Maxis' Network, or the networks of Affiliates or third parties, and/or reputation; or(iv) any technical failure occurs in the Services Package, or Maxis Network or Astro's network or the Affiliate's network, or(v) the Astro PVR or the EHDD, or any other equipment, is being upgraded, modified or maintained; or(vi) the Customer breaches any of the terms, conditions, representations, warranties, covenants and undertakings made in this General Terms and Conditions; or(vii) the Customer uses the Services Package or Provider Equipment in a manner not permitted by this General Terms and Conditions, or determined inappropriate by the Service Provider; or(viii) requested by any governmental body or regulatory authority; or(ix) the Service Provider has reason to believe that the Services Package is used for purposes, which may breach any laws or regulations; or(x) the Service Provider suspends the Services Package for the purposes of scheduled preventative maintenance, corrective maintenance and network upgrading necessary to be carried out on Maxis' Network. The Service Provider is not liable for any loss (including

any loss of revenue) by the Customer due to loss of the Service Package or connectivity (outage) during the implementation of maintenance work.

17.2 Suspension or termination by Customer

(a) Subject to clause 5, the Customer may suspend or terminate the Services Package by giving a minimum of one (1) month's written notice to the Service Provider. If a Customer terminates the Astro Services in accordance with this General Terms and Conditions, but elects to retain the Maxis Services, the Service Provider may, at its discretion, transfer the administration of the Customer's account to Maxis.

17.3 Customer charges upon suspension and termination

(a) If the Service Package is suspended or terminated, either by the Customer or by the Service Provider, the Customer shall remain liable to pay the Service Provider:(i) the full Subscription Fees, and other Charges, for the entire billing month in which the suspension or termination occurred;(ii) all amounts due to the Customer prior to such suspension or termination; and(iii) the agreed fee of Ringgit Malaysia Two Thousand and Four Hundred (RM2400)only on a pro-rated basis, in the event the suspension or termination is within the Minimum Subscription Period as provided in clause 5.

17.4 Collection of Astro PVR; and

(a) If the Customer:(i) uses the Astro PVR; and(ii) at any point in time, wishes not to use the recording functionality of the Astro PVR; the Customer must provide the Service Provider with a minimum one (1) month prior written notice.(b) Upon receipt of the Customer's notice, the Service Provider shall arrange for the collection of the Astro PVR and its accessories and provide the Customer with an Astro STB.(c) If the Customer fails to provide notice in compliance with clause 18.4(a), the Customer shall continue to pay the Service Provider for the monthly recording service fee up to the date of the collection of the Astro PVR.(d) The Customer acknowledges that any existing recordings that the Customer has made in the Astro PVR shall not be retrievable or transferable to another device.(e) If later, the Customer chooses to exchange and upgrade again to the Astro PVR, a prescribed retrieval fee will be charged to the Customer for any recordings that the Customer to the authorized Service Provider's installer.

17.5 Collection of Provider Equipment upon termination

(a) If at any point in time the Customer's subscription to the Services Package is terminated either by the Customer or the Service Provider for any reason whatsoever, the Customer shall contact the Service Provider within thirty (30) calendar days from the termination date to arrange for the collection of the Provider Equipment, including STB/PVR and its accessories, by the Service Provider at no cost to the Customer.(b) If the Customer does not contact the Service Provider for the collection of the Provider Equipment within the 30 day time period, all charges incurred by the Service Provider to enforce the retrieval of the Provider Equipment and its accessories shall be borne by the Customer and charged to the Customer's account.(c) The Customer shall ensure that any existing recordings that the Customer has made in the Customer Astro PVR/EHDD shall not be retrievable or transferable to another device.

17.6 Re-activation of Services Package

(a) For re-activation of the Services Package, the Customer will be charged an administrative fee, or such other prescribed amounts as may be charged by the Service Provider from time to time. For all applicable fees and charges, please log on to www.astro.com.my.(b) All due amounts must be paid before the Customer's Services Package can be re-activated.

17.7 Suspension and termination by the Service Provider

(a) Notwithstanding the above, the Service Provider may, in its sole discretion, and without any liability to the Service Provider, suspend or terminate the Services Package if the Customer breaches any of the provisions in this General Terms and Conditions, and the Service Provider suspends or terminates the Customer's access to the Services Package, the Customer will be responsible only for payment of Subscription Fees, and any other applicable Charges, up to the date of such suspension or termination and any amounts due prior to such date.(c) This General Terms and Conditions shall automatically terminate in the event any equipment or combination thereof, including hardware and software used by the Service Provider in the transmission of its Service Package, becomes affected in their performance and/or functionality so as to render it impossible for the Service Provider to continue to provide the Services Package.(d) In such event, the sole extent of the Service Provider's liability shall be the refund of any advance Subscription Fees paid by the Customer for the duration of the interruption prior to termination.

18. Force Majeure

(a) The Service Provider is neither responsible nor liable to the Customer for:(i) interruptions to the Services Package;(ii) any programmes or Content that are erased, deleted or cannot be retrieved from the Astro PVR or EHDD for any reason whatsoever;(iii) suspension or termination of the Services Package; for any reason whatsoever, whether or not within its control, including, but not limited to:(iv) the failure of power and telecommunications networks;(v) acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outbreaks; explosion;(vi) acts or regulations by the government (including the withdrawal of consents, permits or licences); or(vii) labour, termination or cessation by the government of any IPTV Content, programming, channels, services or bandwidth included in the Services Package ("Force Majeure Events").

18.2 Exclusion of liability

(a) The Service Provider will not be liable to the Customer for any refunds of the Charges (including the Subscription Fee), or any other claims or for any costs incurred by the Customer in obtaining substitute services, nor for any loss of profits or business or other special, indirect, incidental or consequential damages, even if the Service Provider has been advised in advance that such loss may occur.(b) The Service Provider has no liability to the Customer for problems with the Provider Equipment or damage arising from the Customer's use of the Provider Equipment caused by the Customer Equipment, or the Customer's own act, negligence or omission.(c) Where the Customer has caused damage to the Provider Equipment by the Customer's own act, negligence or omission, the Customer shall be liable to the Service Provider for the cost of repair, replacement or replacement of the Services Package; repair/replacement shall be charged to the Customer's account.(d) The Service Provider has no responsibility nor liability whatsoever for interruption or loss of the Services Package arising directly or indirectly from the installation of the Provider Equipment, including without limitation the EHDD and/or SMATV System trunking (where applicable) or any other equipment by any unauthorised third party.(e) The Customer agrees to indemnify the Service Provider and keep the Service Provider indemnified against all losses, damages and claims, including for injury or death or damage/loss to property, arising from the installation or use of the Services Package or the Provider Equipment by the Customer or any third party.(f) The Service Provider makes no warranties or representations whatsoever with respect to the Content of the programming included in the Services Package. In particular, the Service Provider does not warrant that the Content of the programming included in the Services Package is accurate, reliable, complete, up-to-date or free of any act, omission, negligence or default by the Customer in relation to any part of the Services Package;(v) any interruption, suspension, termination, malfunction for loss or damage, libel, slander, personal injury, damage to property or any other loss arising howsoever caused.(g) Notwithstanding any other terms herein, the Customer agrees that the maximum liability of the Service Provider 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.

19 No representations or warranties

(a) The Services Package is provided on an "as is" and "as available" basis.(b) The Customer agrees and acknowledges that he/she must use the Services Package at his/her own risk.(c) The Service Provider does not make any representation and disclaims any warranties, of any kind in relation to the Services Package, including but not limited to availability, accessibility, timeliness or security of any Content or information transmitted or obtained using the Services Package or provided to the Customer as part of the Services Package.(d) The Service Provider also disclaims any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.(e) The Service Provider does not guarantee, or warrant, that the Services Package will be free from any fault, error or interruption, nor will the Service Provider be liable for any inability to use or access the Services Package, or for the interruption, delay or failure of the Services Package.(f) The Service Provider will not be liable to the Customer, or any person claiming through the Customer, for any costs, loss or damages (whether direct or indirect), or for loss of profits or for any special or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any nature whatsoever due to any non-performance of the Service Provider's obligations including but not limited to:(i) use or inability to use or access the Services Package for whatever reasons such as adverse weather conditions, electromagnetic interference, equipment failure or congestion in Maxis' Network, the quality of the Services Package, information available or obtained via the Services Package or arising out of any action taken in response to or as a result of such information available or obtained via the Services Package;(ii) any upgrading or modification to the Services Package as deemed necessary by the Service Provider for the proper and efficient functioning of the system;(iii) any act, omission, error, default by the Service Provider and/or the Service Provider's related companies, its officers, employees and agents in relation to the Services Package;(iv) any claim for libel, slander, infringement of any intellectual property rights, or any other claims arising out of any act, omission, negligence or default by the Customer in relation to any part of the Services Package;(v) any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Provider Equipment and/or the Services Package for any reasons whatsoever;(vi) any loss, distortion or corruption of data arising out or from the use of the Services Package;(vii) the use of wi-fi equipment (including wi-fi equipment which may be provided by the Service Provider) which does not guarantee reliability and signal strength quality; or(viii) any inconvenience caused to the Customer.

20 Notices and correspondence

(a) Notices and correspondence
20.1 Notices and correspondence
(a) In order to communicate with, or give any notice to, the Service Provider (other than a notice to the Personal Data Protection Officer of Astro and Maxis), the Customer should do so in writing to the following address:MEASAT Broadcast Network Systems Sdn Bhd, Peti Surat 10335, 50710 Kuala Lumpur. Attention: Customer Management Division.(b) All correspondence and notices by the Service Provider to the Customer will be sent in writing to the most recent mailing address provided by the Customer to the Service Provider or to the address stated on the Application Form or by email to the Customer's email address registered with Astro.(c) Notices will be considered to be received upon hand delivery or upon the fifth business day after posting or, in the case of email, upon electronic confirmation of the transmission of the email to the Customer's aforementioned email address.

21 Assignment

21.1 Assignment of rights and obligations

(a) The Customer does not have the right to assign or transfer any part of the Customer's rights or obligations under this General Terms and Conditions to any other party without the prior written consent of the Service Provider.(b) The Service Provider may assign the whole or part of the rights in this General Terms and Conditions to any third party without the Customer's consent.

22 Right of Rescission under the Direct Sales and Anti-Pyramid Scheme Act 1993

22.1 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 agreement that is based on this General Terms and Conditions and, if applicable, the relevant Campaign Terms and Conditions, before the expiry of the cooling-off period as set out in the Application Form.

23 Governing law and jurisdiction

23.1 General Terms and Conditions subject to Malaysian law

This General Terms and Conditions is governed by the laws of Malaysia.