

## **Terms and Conditions**

### **1. PROVISION OF THE SERVICES**

- 1.1 The scope of the Services is as specified in the Registration Form. You agree that we may, at any time, change the scope of Services and/or the technical specification of the Services, provided that the data quota (if applicable), remains the same.
- 1.2 The provision of the Services shall be at our sole discretion and is provided to you subject to the Agreement.
- 1.3 You agree that the speed of the Services will be significantly reduced if your usage exceeds your quota.
- 1.4 You are responsible for the set up and security of any of your servers, computers and any other device or equipment that uses the Services. We are not obliged to offer support for the detection or removal of malware, viruses, worms or trojans. We strongly recommend that you protect your computer and/or device with anti-virus software. In the event we do provide any security patches or workarounds, you shall be responsible in setting it up.

### **2. SERVICE COMMENCEMENT**

- 2.1 The Services shall commence upon execution of the Service Acceptance Form pursuant to Clause 2.6 below.
- 2.2 To facilitate any installation, modification, maintenance or repair work, you hereby authorise us and any of our agents, personnel or contractors to access the Service Installation Address, from time to time, with prior notice to you.
- 2.3 You shall ensure that you or your authorised representative are present at the Service Installation Address at the pre-agreed date and time to facilitate any installation, maintenance or repair work. In your absence, any person who is present and grants us, or any of our agents, personnel or contractors, access at the Service Installation Address at the agreed date and time shall be deemed to be your authorised representative.
- 2.4 You shall provide:
  - (a) a suitable outdoor antenna location;
  - (b) constant electricity supply, wires, sockets and electrical fittings;
  - (c) a safe environment for any installation, maintenance and repair work;
  - (d) a suitable indoor rack space measuring at least 2ft x 3ft which is located within 1 metre from the nearest available power plug point;
  - (e) power surge protection device, grounding cable and earthing measurement typical  $\leq 5\Omega$  impedance;
  - (f) automatic voltage regulator (AVR);
  - (g) uninterruptible power supply (UPS); and
  - (h) such other reasonable assistance, co-operation and facilities necessary for the carrying out and completion of the installation, maintenance or repair work.
- 2.5 We may charge you an additional fee, that is payable within fourteen (14) days from the date of the invoice, if:
  - (a) additional installation or fittings is required at the Service Installation Address;
  - (b) you switch packages;
  - (c) you request to change the Agreed Installation Date; and/or
  - (d) we are unable to install, modify, service or repair the Equipment and/or activate the Services due to:
    - (i) your failure to make the premises ready, accessible and available to us;
    - (ii) your failure to obtain the necessary permissions, approvals and consents to access the Service Installation Address; or
    - (iii) any reason whatsoever which is not due to our fault.
- 2.6 Upon successful installation and activation, you or your authorised representative shall execute a service acceptance form to indicate the acceptance of the Services ("**Service Acceptance Form**"). The Service Acceptance Form is to be returned to us or the installer on-the-spot after the installation of the Service at the Service Installation Address.

### **3. DURATION**

- 3.1 If you have signed up for a package with a Minimum Contract Period:
  - (a) the Services shall be provided to you for the Minimum Contract Period and thereafter your subscription shall be automatically renewed on a monthly basis or quarterly basis (depending on the payment mode specified in the Registration Form);
  - (b) after the Minimum Contract Period has expired, you may terminate the Services by giving one (1) month or three (3) months' prior written notice to us (depending on the payment frequency specified in the Registration Form) prior to the expiry of the relevant payment cycle. For the avoidance of doubt, the last date of service shall be the end of the following payment cycle after we have received your termination notice; and
  - (c) upon termination of the Services, we have the right to remove the Equipment in accordance with Clause 8.4 below.
- 3.2 If your package does not have a Minimum Contract Period:
  - (a) the Services shall be provided to you on-demand provided always that you have paid the relevant Fees in advance or you have paid all Fees for the Services and continue to be responsible for and pay all Fees relating to the the Services; and
  - (b) if you do not use the Services for ninety (90) consecutive days we have the right to retrieve back the Equipment in accordance with Clause 8.4 below.

### **4. DEPOSIT AND REGISTRATION FEE**

- 4.1 We will process your application once you have submitted a fully completed Registration Form together with the relevant supporting documents (if any) and have paid the Deposit, and Registration Fees.
- 4.2 If you decide to cancel the Services before or on the Agreed Installation Date, the Deposit and the Registration Fees shall be forfeited.
- 4.3 In the event we are unable to commence the Services, including but not limited to the inability to receive reception from our satellite, or termination, without any fault on your part, we shall refund to you the Deposit and Registration Fees, free

of interest, within thirty (30) days from the date of our notice informing you of the reasons why we cannot commence the Services.

## **5. FEES & PAYMENT**

- 5.1 For the Services, we shall charge you in accordance with the billing cycle relevant to your account:
- (a) the Fees; and
  - (b) all other amounts, expenses and charges incurred in relation to your Account.
- 5.2 You agree that any sum payable by you to us pursuant to the Agreement is exclusive of any sales and services tax ("SST") which we are required to charge by law for the Services. Where SST is payable, you shall pay to us a sum equal to the amount of such SST under each invoice.
- 5.3 We shall be entitled to revise the amount of Fees or any other charges for the Services or part thereof at any time by posting such revisions on our website.
- 5.4 Fees shall be payable in advance of the provision of the Services. In the event you request for or subscribe to additional bandwidth in connection with the Services, you must pay us promptly the full amount of Fees in relation to the additional bandwidth and the payment for such Fees will be due on the date specified on your bill. You agree that no Services shall be provided to you if you fail to pay the Fees by the relevant due date.
- 5.5 We have the discretion to charge an interest of 1.5% per month for any late payment of Fees. Interest, where charged, shall apply on all outstanding amounts until date of actual payment, before or after judgement, and our rights and remedies shall not be affected in any way by any time or indulgence granted to you. You are responsible for verifying the accuracy of your bill and to notify us of any discrepancy or dispute no later than seven (7) days from the date of the bill, failing which you will be deemed to have accepted the bill as correctly rendered and final. To avoid interruption to the Services, you shall promptly pay your bill in full notwithstanding any dispute(s) or purported discrepancies.
- 5.6 If you dispute the Fees stated in the bill, we will investigate the dispute and provide a response to you as soon as possible and our decision will be conclusive and binding upon you. If after investigation, it has been found that you have overpaid, the overpaid sums shall, upon confirmation from us, be duly credited into your Account free of interest or any charges in your next bill. You are responsible for verifying the accuracy of the payment you are making. The mode of payment shall be as specified in our invoice.

## **6. CONDITIONS OF USE**

You represent, warrant and undertake that:

- (a) Your company is duly organized and validly existing under the laws of Malaysia and that all necessary corporate action required for the execution, delivery and performance of the Agreement shall and have been taken and the same constitutes a valid and legally binding contract duly enforceable against you;
- (b) the Services shall only be made available at the Service Installation Address. The Services shall not be used for running programs, equipment, or servers from the Service Installation Address that provide network content or any other services to anyone outside of the Service Installation Address and you shall not connect the Equipment to any device outside of the Service Installation Address;
- (c) you shall duly obtain, at your own expense, all third party approvals or permits (if any) for us and our agents, personnel and contractors to access the Service Installation Address;
- (d) you shall perform all your obligations under this Agreement and all consents, qualifications and authorisations from all necessary government and other authorities for your performance of your obligations under this Agreement have been duly obtained and will continue to be in full force and effect throughout the term of the Agreement;
- (e) the Services shall only be used for lawful purposes, and you will not use the Services to send, access, store, transmit, post, upload or download any material or data which:
  - (i) violates any law or is in association with a criminal offence;
  - (ii) is defamatory, offensive, abusive; obscene or harassing;
  - (iii) encourages illegal or socially unacceptable or irresponsible behaviour;
  - (iv) breaches any third party rights;
  - (v) had any fraudulent purposes or effect, or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
  - (vi) damages or may damage our rights or the rights of our agents, personnel or contractors;
  - (vii) has the intention or result of affecting the performance or functionality of any computer facility;
  - (viii) circumvents the user authentication or security process of a host or network;
  - (ix) creates, transmits, stores or publishes any virus, Trojan, corrupting programme or corrupted data;
  - (x) transmits or cause to be transmitted any advertising, promotional or other materials that are unsolicited; or
  - (xi) intentionally disrupts or adversely affects other person's use of the internet or any features which form part of the internet. This includes, amongst others, running port-scanning or probing software, running programs or servers that provide network content or connectivity to any third party not at the Service Installation Address, online gaming, and/or peer-to-peer software or applications.
- (f) you accept the terms of our Privacy Policy (available at <http://connectme.my/privacy-policy>), and you consent to us, and have duly obtained the consent of all the persons whose personal information has been disclosed to us, to using your/their personal information in accordance with the Privacy Policy and you had informed them to read our Privacy Policy posted in our website;
- (g) you must keep your User ID and/or password confidential at all times and take reasonable steps to ensure that others do not gain unauthorized access to your account. You shall be fully responsible for all access to and use of the Service through your Account or password(s) (including, amongst others, any data transmitted or broadcasted by you or any person using your Account) and for any Fees incurred, or for software or other

- merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement;
- (h) the apparatus assignment licence, or a certified true copy of it, shall be posted in a conspicuous place where the apparatus located at the Service Installation Address, and you comply with the terms of the apparatus assignment licence at all times;
  - (i) you shall comply with all notices or directions relating to your use of the Services which we may issue or amend from time to time;
  - (j) you shall disconnect your equipment from our network when reasonably requested by us; and
  - (k) you shall immediately report to us upon discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your Account and lodge a police report and provide us with a certified copy of such report whenever required by us.

## **7. SUSPENSION OF SERVICE**

- 7.1 We may, at any time subsequent to the occurrence of such event as set out in Clause 10.1 or if we have reason to believe your internet usage is excessive, suspend the use of the Service or manage the speed of the Service. In no event shall our decision to suspend or manage the speed of the Service be construed as a waiver of our right to terminate the Services.
- 7.2 We shall restore the Services as soon as practicable upon you having:
- (a) made good the breach or default; and
  - (b) paid re-connection charges of RM100.

## **8. EQUIPMENT**

- 8.1 You shall receive the Equipment for the Service subscribed on a rental basis.
- 8.2 You shall ensure that the Equipment and any part of it remain in good working condition.
- 8.3 In the event the Equipment is damaged or lost, you shall immediately inform us and we shall repair, replace and/or install replacement Equipment, at your expense at the market price as determined by us.
- 8.4 Upon termination or expiry of the Agreement, we reserve the right to remove all the Equipment by making a prior appointment with you. You shall grant us and any of our agents, personnel or contractors to access the Service Installation Address to collect the Equipment. If we are unable to remove all the Equipment within thirty (30) days from our first contact with you to remove the Equipment or the Equipment is not in good order and/or working condition to the standard acceptable by us, you shall be charged the then market price of the Equipment as determined by us.
- 8.5 You shall not:
- (a) modify or tamper with the Equipment, or allow any other person to do so;
  - (b) assert any right or interest, whether legal, beneficial or otherwise to the Equipment save as lessee under the Agreement;
  - (c) do or permit to be done any act or thing which might prejudice or affect our rights or interests in and to the Equipment.

## **9. FORCE MAJEURE**

- 9.1 In the event we are unable to provide our Services continuously for thirty (30) days due to Force Majeure event, we may terminate the Services by giving written notice to you. Any Service Fees paid by you in respect of the Services so terminated shall be pro-rated by deducting the amount due to us up to the date of termination. The remaining balance and the Deposit, free of interest and less any other sums due to us, shall be refunded to you and thereafter, we shall have no further obligations to you, or vice versa, save for antecedent breaches of the Agreement.

## **10. TERMINATION**

- 10.1 We shall be entitled to immediately terminate the Services, with or without notice, if:
- (a) you fail to make payment of any Fee within thirty (30) days of the relevant due date;
  - (b) you are in breach or default of any of the Agreement (other than referred to in Clause 10.1(a) above) and have not remedied such default to our satisfaction within thirty (30) days of notification from us requiring remedy of the default;
  - (c) you, or any of your directors or partners, become unable to pay your debts as they fall due, have a bankruptcy, or insolvency petition filed against you, or have an executor appointed over all or any part of your assets or undertaking, threatens or resolves to do any of the above or suffers any similar action anywhere in the world in consequence of debt;
  - (d) you, or any of your directors or partners, has been blacklisted by any other service provider with whom we have contractual obligations;
  - (e) you, or any of your employees, agents or advisors, abuse our personnel;
  - (f) we are so instructed or directed by the Malaysian Communications and Multimedia Commission or any other federal or statutory agency or regulatory body;
  - (g) it is in the public interest; or due to the existence of a declared public emergency; or
  - (h) the satellite being used to provide the Services is declared a constructive total loss or a total loss under its in-orbit insurance policy or such other insurance policy; or the satellite experiences a failure, whether full or partial; or the satellite is no longer made available to us;
  - (i) for maintenance or other operational reasons; or

- (j) for MCS convenience.
- 10.2 Where the Services are terminated pursuant to Clause 10.1, you shall immediately pay to us:
  - (a) all due and unpaid Fees and any others sums due and payable to us; and
  - (b) in relation to sub-clause 10.1(a) to sub-clause 10.1(e) only:
    - (i) as a pre-agreed estimate of damages and not as penalty, termination charges equal to the balance of the Fees otherwise payable for the then remaining duration of the term or Minimum Contract Period, as applicable; and
    - (ii) dismantling charges for the Equipment to be determined by us.

## **11. LIMITATION OF LIABILITY**

- 11.1 The Services is provided on a "best efforts" basis. We give no express or implied representations or warranties of any kind in relation to the Services or the Equipment.
- 11.2 You acknowledge and agree that the Services may not be free from loss, interruption or corruption due to a virus attack, hacking, or any other security intrusion, or any other reason and we shall have no liability in connection thereto.
- 11.3 You shall continue to be liable for any applicable charges and Fees during any period of interruption, suspension or loss of Services or part thereof from any cause whatsoever. No refunds or credits shall be provided during such period.
- 11.4 We are not responsible for and do not endorse any third party services or products which you may access, use or acquire together with the Services. We are also not responsible for any loss of damage that you may suffer or incur as a result of your use of such services or products.
- 11.5 We shall not have any liability for any losses resulting from the Equipment or any installation, repair or other services associated with the Equipment, including without limitation, damage to your premises or loss of software, data or other information on your computer.
- 11.6 Notwithstanding anything to the contrary in the Agreement, the provision of the Services shall be at your sole risk. You irrevocably waive all rights or remedies available at law or equity. In no event shall we be liable, whether in law, equity or negligence or otherwise howsoever, to you, for any direct, indirect, consequential or other damages. Further, without limiting the generality of this Clause 11, you acknowledge and confirm that you shall have no right of recovery for the satisfaction of any cause whatsoever arising out of or in relation to the Agreement against any Group Company or any officer, director, employee, agent, partner or shareholder of ours or any Group Company.
- 11.7 Without limitation to this Clause 11, we shall not be liable for the acts or omissions of any third party. In particular, any links provided by us to internet sites operated by third parties, are for your convenience only. We do not control such third party internet sites, are not responsible for their content nor give any form of endorsement.
- 11.8 For the avoidance of doubt, it is expressly agreed that no provision of the Agreement shall be enforceable by any third party.

## **12. INDEMNIFICATION**

- 12.1 You shall at all times indemnify and hold us harmless from and against any liability, loss, expenses, claim or damage, including legal fees arising from:
  - (a) any breach by you of the Agreement, including any of your representations, warranties, conditions, undertaking and covenants;
  - (b) your use of the Services and Equipment;
  - (c) any claim for libel, slander, invasion of privacy, or infringement of copyright, trademark, patent or other proprietary right concerning the materials transmitted through your use of the Services; and/or
  - (d) any case, claims or proceedings in any way asserted or initiated by any third party arising out of or in connection with any of the matters stated or intended in Clauses 12.1(a) to 12.1(c) above.

## **13. NOVATION & ASSIGNMENT**

- 13.1 This Agreement is personal to you and shall not be assigned, transferred, novated or sub-contracted without our prior written consent.
- 13.2 We may assign or novate this Agreement to any third party which shall take effect upon notice to you.

## **14. NOTICES**

- 14.1 The Parties may give notice to each other by posting through our email, or post.
- 14.2 Your contact details shall be as stated in the Registration Form or any address as may be notified in writing by you to us from time to time.
- 14.3 Our contact details can be found at [www.CONNECTme.my](http://www.CONNECTme.my). Notices shall be deemed to be received if:
  - (a) by post, by the third day from the date of posting; or
  - (b) by e-mail, following the successful receipt of the message.
- 14.4 Service of legal process upon you may be affected by registered post to your last known address as stated in the Registration Form or other address notified to us and deemed served upon posting.
- 14.5 For the avoidance of doubt, if you fail to notify us of change of address, the resulting delay or non-delivery of notices or invoices or communication sent by us to you will not affect our legal rights and remedies.

## **15. ANTI-BRIBERY AND CORRUPTION AND OTHER UNLAWFUL ACTIVITIES**

### **15.1** You agree that :

- (a) you, your directors, officers or employees ("Representatives") shall comply with all applicable laws and regulations concerning bribery, corruption and fraud, including the Malaysian Anti-Corruption Commission Act 2009, and countering money laundering, terrorism and terrorism financing and other criminal or unlawful activities including the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, any economic or financial sanctions, laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the relevant sanction authorities ("Sanctions");
- (b) you and your Representatives shall ensure compliance with all laws relating to bribery, corruption, fraud, money laundering and Sanctions. You shall maintain your own policies and procedures with regards to bribery, corruption, fraud, money laundering and Sanctions and shall ensure adequate and effective internal controls and procedures to ensure compliance with all such laws. You agree that, throughout the term of the Agreement and thereafter, you will and you will take reasonable measures to ensure that your subcontractors, agents or any other third parties, subject to your control or determining influence will comply with our anti-bribery and corruption policy ("the Policy") which can be found at <https://connectme.my/home> and shall not cause us or our directors or employees or agents to be in breach of the Policy;
- (c) notwithstanding any provisions of the Agreement, if you or your Representatives breach this clause 15, and/or is investigated for bribery or corruption, fraud, money laundering and Sanctions, we shall be entitled to terminate the Agreement with immediate effect without any liability with written notice to you;
- (d) you shall be liable to us and fully indemnify and hold us and/or our directors and employees harmless from and against any and all claims, losses, liabilities, damages, fine, penalty costs and expenses (including but not limited to legal fees on an indemnity basis) howsoever arising, as a result of (i) any breach of all laws relating to anti-bribery and corruption, money laundering and Sanctions by you and/or your Representatives and/or (ii) termination of the Agreement as a result of a breach by you and/or your Representatives of this clause 15.

## **16. GENERAL**

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 16.2 The Parties submit all their disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the Courts of Malaysia.
- 16.3 The Agreement constitutes the entire agreement between the Parties in respect of the subject matter set out herein and supersedes all previous agreements, representations, correspondences, proposal and any other arrangement or understandings, whether express or implied and supersedes all previous and contemporaneous oral or written agreements and representations made. If the terms of our Registration Form are inconsistent with these Terms and Conditions, then these Terms and Conditions shall prevail.
- 16.4 Notwithstanding anything to the contrary in the Agreement, the provisions of Clauses 11, 12, 14, 16.1 and 16.2 shall survive the termination or expiry of the Agreement.
- 16.5 No delay in acting on our part or enforcing our rights under this Agreement or at law shall amount to a waiver of our rights or prejudice us in acting against you.
- 16.6 Time, wherever mentioned, in relation to your performance of your obligations pursuant to the Agreement shall be of essence.
- 16.7 Nothing in the Agreement will require either you or us to contravene any applicable law. If any provision of the Agreement is found or declared by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed and shall not affect the validity of the other provisions of the Agreement which shall retain full force and effect.

## **17. DEFINITIONS & INTERPRETATIONS**

### **17.1** In the Agreement, capitalized terms shall have the following meanings:

- (a) "Account" means your broadband account(s) with us created for the subscription of the Services;
- (b) "Affiliate" means our holding company, subsidiary, associated and related company, successors, assignees, employees and agents;
- (c) "Agreed Installation Date" means the mutually agreed date for the supply, delivery, installation, activation of the Services at Service Installation Address;
- (d) "Agreement" means the Registration Form and these terms and conditions collectively;
- (e) "Deposit" means the sum stated in the Registration Form (if any) to be paid and maintained by the Customer with us, for the due and faithful performance of its obligations under this Agreement and shall be used to set-off the Fees as stated in the Registration Form;
- (f) "Equipment" means any equipment leased by us to you, for the provision of the Services;
- (g) "Fees" means all relevant fees, prices, tariffs, outstanding amounts and other charges including but not limited to fees to be paid by you to us for the use of the Services, as may be amended from time to time upon notification to you, together with any relevant taxes and duties payable on the Services including without limitation service tax or goods and services tax, stamp duty or any other tax or charges;
- (h) "Force Majeure" means any cause or event beyond our reasonable control which results in the delay or failure to perform of our obligations, including, but not limited to, acts of God, terrorism, the public enemy, war (whether declared or undeclared) or other hostile action, national emergencies, riot, insurrection or other military action or civil unrest, fire, flood, other natural disasters or adverse weather conditions; radioactive contamination, strikes, lockouts or other trade or labour disputes or actions; launch or satellite manufacturer delay; power shortage, civil commotion, epidemic, quarantine, embargo; meteorological or astronomical disturbance; satellite failure or malfunction, satellite launch failure or delay, or action or inaction of any government or competent authority;

- (i) "Group Company" means any ultimate holding company and/or holding company of ours, its Affiliates or commonly controlled entities;
- (j) "Minimum Contract Period" means a fixed term specified in the Registration Form commencing from the date of activation for which you have committed to use the Services under this Agreement;
- (k) "Registration Fee" means any and all the fees, set out in the Registration Form, which is required to be paid by you to us, upon your submission of the Registration Form, which may be increased in our sole discretion by written notice to you.
- (l) "Registration Form" means a service registration form, in printed form, electronic mode, or any other mode issued by us, which is used to submit and process registration request for the Service to be provided to a customer.
- (m) "Services" means the services selected by you in the Registration Form and provided to you by us over our network which consists of broadband internet access and any value-added services, including the use of any Equipment which will be made available by us from time to time and may be subscribed by you in connection with the Services.
- (n) "Service Acceptance Form" shall have the meaning assigned to it in Clause 2.6.
- (o) "Service Installation Address" means the service installation address you have stated in the Registration Form.
- (p) "Us", "we", "MCS" or "our" means MEASAT Communication Systems Sdn Bhd.
- (q) "You" means the partnership or registered body corporate who subscribes for the Services and includes any of its authorised representative .