

# GENERAL TERMS AND CONDITIONS OF USE

## INTRODUCTION

The terms set out in this Syok Website and/or Syok Application (“App”) Terms and Conditions are intended to set out the terms for the use and access of the Syok Website and/or Syok App and any of the Astro Services made available to You by Astro Group. Your agreement with us includes this General Terms and Conditions of Use, our Privacy Notice, our Privacy Policy and Website Disclaimer, and any additional terms and conditions that are referenced herein or that are presented elsewhere on the Syok Website and/or Syok App in relation to a specific Service or feature.

## DEFINITIONS

“**Application**” or “**Apps**” means the Syok Application that is owned by Astro which is made available to You for download from the app store such as Apple app store or Google Play or any other authorised app download site;

“**Astro Group**” or “**Astro**” means Astro Malaysia Holdings Sdn Bhd (Company No: 932533-V) a company incorporated in Malaysia under the Companies Act, 1965 of Malaysia and having its registered office at 3rd Floor, Administration Building, All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur, together with its subsidiaries and affiliates including Astro Radio Sdn Bhd (Company No. 403472-D);

“**Astro Services**” means the Software Application, Syok Website, Syok App, its features and provision of services such as radio broadcast, interactive and data transmission services, premium content subscriptions, games, podcast, online tools, exclusive membership, instant messaging, webcasting, Streaming, embeddable videos, contests, purchases and any other services created by Astro Group and/or its services providers on behalf of Astro Group made available to You by Astro Group;

“**Content**” means audio, video (including video clips and video streaming), messages, files, data, images, photographs, software, pictures, logos, live feeds, information, on demand content and games;

“**Device**” means personal computer, electronic tablet, mobile phone, smart phone, media streaming device, smart tv’s or any similar devices;

“**Downloadable Content**” means Content made available to You for download and to be played back at a later time on the Device;

“**License Agreement**” means the end user licence and terms and conditions for use of the Software;

“**Linked Website**” or “**Linked App**” means links from the Syok Website and/or Syok App to third party websites or apps;

“**Personal Information**” means the personal information or sensitive personal information as stated in the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia and/or any other applicable legislation relating to data protection, including, without limitation, the Personal Data Protection Act 2010;

**“Preview Content”** means Content and selected User Generated Content that has been edited by Astro Group and Posted on the Syok Website and/or Syok App for preview the viewing and browsing benefit of visitors to the Syok Website and/or Syok App ;

**“Post”** or **“Posted”** or **“Posting”** means to publish, display, submit and/or upload;

**“Privacy Notice”** means the Syok Privacy Notice found at the Syok website and/or Syok App;

**“Privacy Policy”** means the Syok Privacy Policy found at the Syok website and/or Syok App;

**“Streaming”** mean a contemporaneous digital transmission of an audio visual work via the internet from the Astro Services to a User’s Device in such a manner that the audio visual work is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User;

**“Software”** means any software used in connection with the Syok Website and/or Syok App developed by or licensed to Astro Group;

**“TOU”** means this General Terms and Conditions of Use for the Syok Website and/or Syok App or Astro Services managed by Astro Group;

**“Us”**, **“We”**, **“Ours”** means Astro Group;

**“User”** means a person who accesses or uses the Syok Website and/or Syok App or Astro Services;

**“User Generated Content”** or **“UGC”** means any uploaded material, data shared or contribution made which includes without limitation all forms of text, links, photographs, graphics, video (including video clips and video streaming), audio, files, images, pictures, logos, news, live feed or other data or information posted by any User (including You) on our Syok Website and/or Syok App ;

**“Video Player”** means the software program that allows the playback of audio video formats and/or files;

**“Website”** means any internet site on the World Wide Web owned, managed and/or operated by Us.

**“You”** and **“Your”** means any User of the Syok Website and/or Syok App and **“your”** shall be interpreted accordingly.

## **1. ACCEPTANCE OF TERMS – GENERAL**

1.1. The use of the Syok Website and/or Syok App or Astro Services is subject to this TOU. Some of the Astro Services may have additional terms of use. By accessing and using the Syok Website and/or Syok App or Astro Services you agree to be bound by this TOU and such additional terms of use, which may be posted by Astro on the Syok Website and/or Syok App from time to time.

1.2. You agree that Astro may modify and amend this TOU at any time without notice. Unless explicitly stated otherwise, any new service introduced by Astro, shall be subject to this TOU. You are responsible for regularly reviewing Astro's TOU posted on the Syok Website and/or Syok App . By continuing to use the Syok Website and/or Syok App or Astro Services, you are deemed to have agreed to be bound by any modifications and amendments to this TOU.

1.3. You can access the Syok Website and/or Syok App home page and browse the Website and/or App without disclosing your Personal Information. The service and links of the Syok Website and/or Syok App may include links to third party websites or apps and are subject to Clause 10 herein.

1.4. 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 this terms and conditions. By submitting your information, you consent to these transfers.

## **2. USE AND SECURITY**

2.1. Information on the Syok Website and/or Syok App may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Astro may also make improvements and/or changes to the Syok Website and/or Syok App, at any time without notice.

2.2. The Syok Website and/or Syok App may not be available to all Devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access the Syok Website and/or Syok App and assume all risk associated therewith.

2.3. The Syok Website and/or Syok App may not be available to be accessed from all regions and countries of the world. Astro reserves the right, in its sole discretion, to limit or terminate your ability to access the Syok Website and/or Syok App from certain regions or countries, and you assume all risk associated with the accessibility of the Astro Service.

2.4. Astro reserves the right to limit or prohibit Your access and use of the Syok Website and/or Syok App in its sole discretion and shall not be liable for such limitation or prohibition.

## **3. YOUR CONDUCT**

3.1. You agree to use the Syok Website and/or Syok App and Astro Service only for lawful purposes and in accordance with this TOU and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Syok Website and/or Syok App and Astro Service. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue.

3.2. You agree to (a) notify Astro immediately of any unauthorised use or any other breach of security, and (b) unauthorised use of your personal data. Astro cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

3.3. The Syok Website and/or Syok App is provided to You for Your private and personal use only. You shall not allow any other person to: (a) resell, timeshare, sublicense, or otherwise transfer all or any portion of the Syok Website and/or Syok App to any other party; or (b) make commercial use of the Syok Website and/or Syok App without the express written consent of Astro. You will not broadcast, copy, download, frame, reproduce, republish, or transmit in any manner whatsoever, any material on the Syok Website and/or Syok App except as is strictly necessary for Your own personal non-commercial home use.

3.4. 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 Astro Service. 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.

3.5. You may not use the Syok Website and/or Syok App in any manner that could damage, disable, overburden, or impair the Syok Website and/or Syok App (or the network(s) connected to Astro Service) or interfere with any other party's use and enjoyment of the Astro Service. You may not attempt to gain unauthorized access to the Syok Website and/or Syok App and/or our User's personal data, computer systems or networks connected to the Syok Website and/or Syok App, 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 Syok Website and/or Syok App.

3.6. You agree to be responsible for payment of any charges that Astro may stipulate from time to time and all applicable charges incurred as a result of your use of the Astro Service, including but not limited to the use or misuse by an unauthorised third party, or any error, accidental use or loss ("**Charges**").

3.7. You will not post or transmit through the Syok Website and/or Syok App any defamatory, harmful, obscene, threatening, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are crude, racist sexist, vulgar, or otherwise offensive. Always treat other users with respect.

3.8. You will not post or otherwise make available on the Syok Website and/or Syok App any material, which you do not own without the express permission of the owner of the material.

3.9. You will not broadcast, copy, download, frame, reproduce, republish, transmit in any manner whatsoever, any material on the Syok Website and/or Syok App except as is strictly necessary for your own personal non-commercial home use.

3.10. You agree not to alter or modify any part of our Syok Website and/or Syok App, including but not limited to the embedded Video Player or any of its related technologies.

3.11. You will not use the Astro Service for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services).

3.12. You must not 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms).

3.13. You will not reproduce, trade, resell, sell, or exploit for any commercial purposes, any or all of the Astro Service, the use of the Astro Service, the access to the Astro Service including any logo, graphic, sound, image and articles whether posted by Astro, other users of Astro Service or by Yourself. You shall not use the Syok Website and/or Syok App to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Syok Website and/or Syok App.

3.14. You must not make available through any medium or format, any cheats or technological measures designed to control access to, or elements of, our Astro Services, including providing access to any Virtual Currency and/or Virtual Goods, whether on a free or charge basis or otherwise.

3.15. The Syok Website and/or Syok App contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music or sound, and the entire contents of the website are copyrighted as a collective or severable work under applicable copyright laws. Astro and/or the Astro Group own or have acquired a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it.

3.16. You may access certain Content including the Preview Content only in a manner and subject to conditions as stated under these TOU.

3.17. You will abide by the specific rules of any competition or promotion that you participate in on or via the Syok Website and/or Syok App . Unless we tell you otherwise, all prize draws and competitions offered via the Syok Website and/or Syok App are not open to anyone outside Malaysia

3.18. You will not do anything that affects the operability or security of the Syok Website and/or Syok App or causes unreasonable inconvenience or offence or disruption to our staff.

3.19. You agree to comply with any contest or giveaway terms and conditions that are posted on the Syok Website and/or Syok App. Participation in any such contest or giveaways shall be deemed agreement to such terms.

3.20. Generally, You can access and/or use the Syok Website and/or Syok App without disclosing your personal data. However, in order to access certain Astro Services, such as, contests, giveaways, etc., You may be required 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 aspect 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 Astro 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.

3.21. 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 TOU, including the termination of and/or restriction of the Astro Services to one or more User.

#### **4. USER GENERATED CONTENT**

4.1. User Generated Content are made available to You for Your information and personal use solely as intended through the normal functionality of the Syok Website and/or Syok App. 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 Syok Website and/or Syok App or otherwise as prohibited under these TOU.

4.2. As a User, You may be invited to post any User Generated Content in our Syok Website and/or Syok App and You agree, by submitting Your User Generated Content, to grant Astro and Astro Group a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to Your User Generated Content worldwide and/or to incorporate Your User Generated Content in other works in any media, now known or later developed, for the full terms of any rights that may exist in Your User Generated Content, and in accordance with privacy restrictions set out in our Privacy Policy.

4.3. You also hereby grant each User of our Syok Website and/or Syok App a non-exclusive licence to access Your User Generated Content through the access and/or use of our Syok Website and/or Syok App, and to use such User Generated Content only as permitted through the functionality of the Syok Website and/or Syok App.

4.4. You agree that when accessing and/or using our Astro 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 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 Astro Services.

4.5. You understand and agree that Astro may retain and store, but not display or distribute server copies of the User Generated Content that has been removed or deleted. The above licenses granted to us, by You in User Generated Content, is irrevocable.

4.6. Further to the foregoing paragraph, by submitting Your User Generated Content in our Syok Website and/or Syok App, You warrant that:-

- a) Your User Generated Content is Your own original work or You have the necessary licence, rights, consents and permissions to use and authorize Astro 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 this TOU 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, libellous, harmful, obscene, threatening, harassing, pornographic, false or misleading, or otherwise illegal which would violate or infringe in any way upon Astro's rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are crude, racist, sexist, vulgar, or otherwise offensive. Always treat other users with respect.;
- c) Your User Generated Content must not involve the transmission of "junk mail", "chain letters", "spam", or any other unsolicited mass mailing, e-mailing, or other communication or includes material that exploits people under the age of 18, or is intended to solicit personal information from anyone under 18, or solicit and engage in political discussions;

- d) You shall 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;
- e) You shall not provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses, or provide information which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- f) You shall be solely responsible for Your User Generated Content and the consequences of posting or publishing them;
- g) You shall indemnify Astro against all legal fees, damages and other expenses that may be incurred by Astro as a result of Your breach of the above warranty; and
- h) You waive any moral rights in Your User Generated Content for the purposes of its submission to and publication in any of our Astro Group platforms and the purposes specified above.

4.7. Astro does not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and do not guarantee the accuracy, integrity or quality of any User Generated Content, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property rights and will remove all infringing User Generated Content upon notification that such User Generated Content infringes on another's intellectual property rights. We further reserve the right to remove the User Generated Content without prior notice as stated in this TOU. If You believe that your work has been copied and Posted in the Syok Website and/or Syok App through the use of Astro 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 on the Syok Website and/or Syok App.

4.8. You understand and agree that we may review and delete any User Generated Content that you post on our Syok Website and/or Syok App at any time without notice, without liability and for any or no reason whatsoever. We may remove the User Generated Content from the Syok Website and/or Syok App if, in our sole opinion, (1) the content violates this TOU; (2) the content might be offensive or illegal, or (3) the content might violate the rights of, harm, or threaten the safety of any other User or (4) will cancel or suspend the use of the Syok Website and/or Syok App. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, including reporting such violators to the appropriate legal authorities.

4.9. 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.

## **5. TERMINATION/ACCESS RESTRICTION**

5.1. Without limiting anything herein contained, Astro reserves the right to cancel, withdraw, terminate or suspend your access to the Syok Website and/or Syok App and/or your use of the Astro Services either in whole or in part for any reason whatsoever at its sole discretion at any time without notice to you and for any reason.

5.2. In addition to any termination rights Astro may have under this TOU, Astro may suspend or terminate your use of and/or access to the Syok Website and/or Syok App without notice and in its sole discretion if:

5.2.1. Astro suspects fraudulent use.

5.2.2. You materially violate this TOU posted from time to time on the Syok Website and/or Syok App, any applicable law, rule or regulation relating to the use of the Astro Service.

5.2.3. Any law, regulation, or governmental action renders all or any portion of the Syok Website and/or Syok App (or your use of the Astro Service) unlawful or impracticable.

5.2.4. Your use of and/or access to Astro Services or the Syok Website and/or Syok App impairs or threatens to impair the integrity or functionality of the Astro network in any manner.

5.2.5. If Astro believes that you have violated or acted inconsistently with the letter or spirit of this TOU.

5.3. You agree that Astro shall not be liable to you or any third-party for any termination of your access to the Syok Website and/or Syok App or the Astro Services, and you hereby release Astro from any liability whatsoever.

5.4. We reserve the right to suspend or terminate your access to Astro Services if we reasonably believe that you are in material breach of this TOU (including by repeated minor breaches).

5.5. You agree to compensate us, according to applicable laws, for all losses, harm, claims and expenses that may arise from any breach of these terms by You.

## **6. DISCLAIMER & LIMITATION OF LIABILITY.**

6.1. Astro makes no warranty that the Syok Website and/or Syok App will meet your requirement or that the Syok Website and/or Syok App will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through the Syok Website and/or Syok App 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 Syok Website and/or Syok App for the reconstruction of any lost data. All use of the Syok Website and/or Syok App is at your own risk and you are solely responsible for all damages resulting there from.

6.2. The Syok Website and/or Syok App is not intended for "mission critical" circumstances and is provided on an "as is," where is" and "as available" basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non-infringement or implied warranties of merchantability or fitness for a particular purpose.

6.3. To the maximum extent permitted by applicable law, Astro disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Syok Website and/or Syok App and transactions performed through the service or on the Internet generally. Astro makes no representations or warranties as to the quality of the call or any connection to or any transmission over the Internet.



6.4. To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall Astro be liable for any direct, indirect, incidental, special or consequential, punitive or exemplary damages, damages for loss of profits (even if Astro has been advised of the possibility of such damages or even if such damage is foreseeable), suffered, incurred and/or sustained by You that result from the use of, access to or the inability to use the Syok Website and/or Syok App, any changes to the Syok Website and/or Syok App and unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through the Syok Website and/or Syok App 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.

6.5. You specifically agree that Astro is 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.

6.6. Astro assumes 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 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 Astro Services. 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 Astro Services or otherwise in any way in connection with Astro Services

6.7. If you are dissatisfied with the Syok Website and/or Syok App, the materials available on or through the Astro Service, the Syok Website and/or Syok App or with the provisions of this TOU, you agree that your sole and exclusive remedy is to discontinue using Syok Website and/or Syok App or any of Astro's other products and services.

6.8. Astro will take reasonable measures to maintain the privacy and security of all private information provided by you to the Syok Website and/or Syok App, but third parties (such as hackers) may breach or attempt to breach Astro's security measures or may gain unauthorized access to the Astro database or other equipment containing your information. You agree that Astro shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of the Syok Website and/or Syok App or any other company equipment or user information.

6.9. Any other warranties, disclaimers and limitation of liability for any Astro Services shall be set out separately for the respective Astro Services.

## **7. INDEMNITY**

7.1. You agree to indemnify, defend and hold Astro, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Astro Service and the Syok Website and/or Syok App harmless from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from (a) any violation by you of this TOU (b) Your use of or conduct or access to the Syok Website and/or Syok App (c) Your violation of any third party right, including without limitation any copyright, property or privacy rights; or any claim that one of Your User Generated Content causes damage to a third party. This indemnification obligation by You will survive the TOU and Your use of the Syok Website and/or Syok App.

7.2. The provisions of this paragraph are for the benefit of Astro and its officers, directors, employees, agents, shareholders, licensors and suppliers to the Syok Website and/or Syok App. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **8. MONITORING**

8.1. Astro shall have the right, but not the obligation, to monitor the Content of the Syok Website and/or Syok App, all interactive communication including but not limited to chat rooms and forums, to determine compliance with this TOU established by Astro and to satisfy any law, regulation or authorized government request. Astro shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Syok Website and/or Syok App. Without limiting the foregoing, Astro shall have the right to remove any material that Astro, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **9. BULLETIN BOARDS / MESSAGE BOARDS**

9.1. The Syok Website and/or Syok App may include bulletin boards and chat rooms ("bulletin boards") which allow feedback to Astro and real-time interaction between users. Astro does not control the messages, information or files delivered to bulletin boards. It is a condition of Your use of the bulletin boards and the Syok Website and/or Syok App that You observe the terms as stipulated in Clause 3 above.

## **10. LINKS TO THIRD PARTY SITES**

10.1. The Syok Website and/or Syok App and Applications may contain links to third party Websites or Apps ("Linked Websites or Apps") and include advertisements. You agree that Linked Websites or Apps and advertisements are necessary for Astro to provide the Astro Service. Such links and advertisements are provided to you only as a convenience and as such Astro does not provide any form of representation and/or warranty whether express or implied, for the use of such Linked Websites or Apps. Astro shall not be responsible if the Linked Website or App is not working appropriately. Astro has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or App or advertisement, including without limitation any link contained in a Linked Website or App and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites or Apps, 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 the Syok Website and/or Syok App, You expressly relieve us from any liability arising from Your use of and Linked Websites or Apps.

10.2. Any dealings with third parties (including advertisers) over the Linked Websites or Apps 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 Astro 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 a Linked Website or App 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. Astro has no responsibility or liability for any merchant or your relationship with such merchant.

## **11. DISCLOSURE AND CONFIDENTIALITY**

11.1. Astro reserves the right to disclose any personal information about you or your use of the Astro Service and without your prior permission if Astro in good faith, believes that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Astro or its holding or affiliated company; (3) enforce this TOU; or (4) act to protect the interests of its members or others.

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

11.3. For further details on use and disclosure of your personal information please see our Privacy Policy.

## **12. PROPRIETARY RIGHTS**

### **COPYRIGHT**

12.1. The Syok Website and/or Syok App and all Content found on the Syok Website and/or Syok App are protected by trademark, copyright, or other intellectual property laws and international treaties. Any unlawful use of the Syok Website and/or Syok App and Content found on the Syok Website and/or Syok App is strictly prohibited, without Astro's express and prior written consent. The Syok Website and/or Syok App and Astro Services is intended only for personal viewing and that any reproduction or redistribution of any form or format of the Syok Website and/or Syok App, Astro Service and Content or any part thereof whether for commercial reasons or otherwise is strictly prohibited by this TOU , and may result in severe civil and criminal penalties.

12.2. Elements of the Syok Website and/or Syok App, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

12.3. No logo, graphic, sound or image from this Syok Website and/or Syok App may be copied or retransmitted unless expressly permitted by Astro.

### **GRANT OF LICENSE AND RESTRICTIONS**

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13.2. The Content accessed via the App or Video Player are provided by Astro and/or its content providers that you may download or stream to your Device which is equipped with the necessary functions or applications to support the Content to be downloaded or streamed. We advise you to check with your respective mobile phone operator or internet service provider on whether your Device can support or is compatible to download, view and stream the Content.

13.3. You agree that you will be subject to an additional premium charges for any mobile downloads or Streaming services made available on the App or Video Player. Such charges shall be made known to you from time to time. You will be charged accordingly with the

charges for the downloads or Streaming when a request is made even if the download or Streaming is incomplete.

13.4. The charges stipulated in Clause 13.3 will be in addition to the fee charged by your mobile phone or internet operator.

13.5. Astro will not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by you due to any delay and/or failure in receiving and sending a message as a result of any network, communication or system error, interruption and/or failure experienced by the participating mobile phone operators and/or by Astro and/or resulting from participation or the downloading of any materials from the Apps or Video Player.

13.6. You agree that for the downloads to be downloaded successfully to your Device, your Device must be compatible with and supports the downloaded item. Astro shall not be liable should you attempt to download an item onto an incompatible Device and you agree that the charges stated in Clause 13.3 above shall still apply under such circumstances.

13.7. If you are under the age of eighteen (18), you must seek parental and/or guardian approval before using any of the Astro Services, the Apps or Video Player. Astro considers it the responsibility of parents and/or guardian to monitor their children(s) use of the Astro Services and Apps.

#### **14. PAYMENTS AND PURCHASES OF VIRTUAL GOODS**

14.1. We may license to You certain virtual goods to be used within Astro Services. Unless otherwise specified, these virtual goods shall be deemed an integral part of the Software. These virtual goods may be licensed both for a fee using “real world money” or without any separate fee, as applicable from time to time.

14.2. Any and all virtual goods are licensed to You on a limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for your personal and non-commercial use.

14.3. Any payment for licences for virtual goods or redemption of third party virtual currency is always FINAL AND NON-REFUNDABLE.

14.4. We may manage, regulate, control, modify or eliminate virtual goods at any time, with or without notice. We shall have no liability to You or any third party in the event that we exercise any such rights.

14.5. SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR VIRTUAL GOODS FOR ANY REASON WHATSOEVER, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL GOODS, WHETHER YOUR LOSS OF LICENCE UNDER THESE GENERAL TERMS AND CONDITIONS IS VOLUNTARY OR INVOLUNTARY.

14.6. If we suspend or terminate your access to the Syok Website and/or Syok App and/or Astro Services in accordance with paragraph 5 of these terms You will lose any Virtual Money and Virtual Goods that You may have and we will not compensate you for this loss or make any refund to You.

#### **15. PLAYING OUR GAMES AGAINST OPPONENTS**

15.1. Some of our Services allow You to play game(s) against an opponent(s). You may be able to (i) choose to play against an opponent whom we select for You, or (ii) play against one of your contacts on a platform or social network which You have allowed our Services to interact with. Some of our Services may also allow You to search for your friends (for example, by email address or by phone number in which case, standard telecommunication charges will apply) in order to find them to play against. We may also display the names of your past opponents so that You can easily find them to play again.

15.2. Where we select an opponent for You, we may either select at random or use such criteria as we see fit to select your opponent (for example, your past scores or level You have reached in the Game).

15.3. By using our Services and/or playing those of our games which allow You to play against an opponent, You agree to grant us permission to track, store, publicly display and reproduce: (i) your gamer profile, (ii) your game scores, (iii) your game play session, (iv) your presence on the games, (v) the time You spend on or within particular portion of the games, (vi) rankings, statistics, and content that You may have Posted and (vii) other related usage details. You also understand and agree that other users may find You by searching for You with your email address. Please note that we will only show your display name publicly, and not your email address or display picture; another user must know your email address, display name, phone number themselves in order to search for You.

## **16. GENERAL**

16.1. This TOU are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between you and Astro regarding this TOU will be subject to the exclusive jurisdiction of the courts located in Malaysia and you expressly waive all defenses to jurisdiction. 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. You agree that the Syok Website and/or Syok App shall, for the purpose of determining jurisdiction and applicable law, be deemed to have originated and been provided by Astro in and from Malaysia.

16.2. This TOU contain the entire understanding between the parties hereto with respect to the Syok Website and/or Syok App, and supersedes all previous oral or written agreements or understandings between you and Astro, and no advice or information, whether oral or written, obtained by you from this Syok Website and/or Syok App (whether before or after the date you accept this TOU) shall create any obligation or warranty on the part of Astro not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by the Astro Group, third-party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this TOU.

16.3. Astro's performance of this TOU is subject to existing laws and legal process, and nothing contained in this TOU is in derogation of Astro's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Syok Website and/or Syok App or information provided to or gathered by Astro with respect to such use.

16.4. If any provision of this TOU is held invalid, the remainder of this TOU will continue in full force and effect, and If any provision(s) of the TOU 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. This TOU shall not be construed against any party as the principal draftsman

hereof. A printed version of this TOU and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.

16.5. Astro's failure to insist upon or enforce strict performance of any provision of this TOU shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by Astro in writing.

16.6. Notices to you shall not be modified, except by an express modification by Astro as described herein and may be made via either email or regular mail or by displaying notices or links to notices to you generally on the Astro Service.

16.7. Astro reserves the right to amend any of the provisions of this TOU from time to time. Amendments will be effective immediately upon notification on the Syok Website and/or Syok App . Your continued use of the Syok Website and/or Syok App and participation of, the Astro Services, will represent an agreement by you to be bound by this TOU as amended.

16.8. You may not assert any claim against Astro in connection with the Syok Website and/or Syok App unless you have given Astro written notice of the claim within fourteen (14) days after you knew 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 Syok Website and/or Syok App must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

16.9. Astro may assign its rights and duties under this TOU to any party at any time without notice to you and this TOU shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

Should you have any questions concerning this TOU, or if you desire to contact Astro for any reason, please contact our Customer Service Centre at 03-9543 3838, from 8.00 am to 12.00 midnight daily, or you can e-mail Astro at [wecare@astro.com.my](mailto:wecare@astro.com.my).