

**PRIVASAT SDN BHD**

# **BROADBAND ACCESS TERMS OF SERVICE**

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**20 APR 2023**



**PRIVASIA  
TECHNOLOGY BERHAD**  
200801023769 (825092-U)

C-21-02, 3Two Square  
Jalan 19/1, 46300 Petaling Jaya  
Selangor, Malaysia

T : +603-7967 9600  
WWW.PRIVASIA.COM

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

- 1.1. PRIVASAT is desirous of providing the Satellite Broadband Service (duly called the Service), which will allow the Subscriber broadband access to the Internet, on the terms and conditions herein as may be amended by PRIVASAT from time to time.

## **2 DEFINITION & INTERPRETATION**

2.1 In this Agreement, unless the context otherwise requires:

- a. "Agreement" means the completed Application Form and the terms and conditions herein;
- b. "Application Form" means the attached service application form, wherein an applicant for the Service shall furnish complete and genuine information requested by PRIVASAT and such application form shall form part of this Agreement;
- c. "Commencement Date" has the meaning specified in Clause 3;
- d. "PRIVASAT" means "PRIVASAT Sdn Bhd (Company No.613659-W), a company incorporated under the laws of Malaysia with its business address at Unit C-21- 5, 3Two Square, No. 2, Jalan 19/1, 46300 Petaling Jaya, Selangor Darul Ehsan;
- e. "Equipment" means the customer-premise equipment which is installed by PRIVASAT to allow the subscriber broadband access to the Internet;
- f. "Minimum Subscription Period" has the meaning specified in Clause 4;
- g. "Properties" means the commercial or residential buildings or properties on which the premises of the Subscriber is located;
- h. "Service" means the broadband internet access, connectivity and services provided by PRIVASAT to the Subscriber in the Properties; and
- i. "Subscriber" means the person accepting the provision of the Service from PRIVASAT, and the term "Subscriber" is synonymous with the term "applicant" or "customer" wherever used in this Agreement or any other correspondence or documents.

2.2 Words and expressions denoting the singular shall include plural numbers and vice versa.

## **3. COMMENCEMENT OF SERVICE**

- 3.1 The Service shall commence and this Agreement will become effective on the date that PRIVASAT approves and executes this Agreement ("Commencement Date").
- 3.2 This Agreement shall remain in effect for the Minimum Subscription Period commencing from the Commencement Date and thereafter shall continue on a month-to month basis until termination as provided herein.

## **4. MINIMUM SUBSCRIPTION PERIOD**

- 4.1 The minimum subscription period in respect of the Service is a period stipulated in the Service Application Form accepted and approved by PRIVASAT. The duration stipulated in the Service Application Form shall take effect from the Commencement Date ("Minimum Subscription Period")



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## **5. FEES AND PAYMENT**

- 5.1 The fees for the Service shall be at the applicable rate(s) indicated in the Application Form or such other rate or rates as may be prescribed by PRIVASAT from time to time.
- 5.2 All Services will be billed on a monthly basis in advance, and will include all applicable taxes. If the Subscriber utilizes any additional services provided by PRIVASAT that has additional hourly or one-time special charges, these charges will be billed or invoiced separately.
- 5.3 Save for manifest error, the Subscriber shall promptly pay all fees, charges, rentals, costs or other amounts as shown in the bill without any deduction or set off not with standing that the Subscriber disputes the same for any reason(s) whatsoever.
- 5.4 In the event the amount stated in the bill or any part thereof remains unpaid after fourteen (14) days from the date of the invoice, PRIVASAT reserves the right to charge interest on the sum that remains unpaid at a rate of one point five per cent (1.5%) per month from the due date to the date of full payment.
- 5.5 Any billing disputes must be received by PRIVASAT in writing within thirty (30) days of the date of the relevant invoice being disputed. PRIVASAT will not attend to any disputes received after the thirty (30) day period.
- 5.6 In the event that the dispute is resolved in favor of the Subscriber, any excess payment made by the Subscriber will be debit to the Subscriber's account, which will show in the next bill.
- 5.7 In the event that PRIVASAT's employees or staff have been called upon to attend to a fault at the Subscriber's premises, PRIVASAT reserves the right to impose charges at its then current or prevailing rate(s) for the visit if the fault is not attributable to any of PRIVASAT's Equipment or Service.
- 5.8 In the event that the Subscriber terminates the Service and this Agreement at any time during the Minimum Subscription Period, the Subscriber shall be liable to pay to PRIVASAT the entire Minimum Subscription Period's outstanding fees.
- 5.9 The Subscriber agrees that any sum due and payable under this Agreement is exclusive of goods and services tax ("GST"). As such, the Subscriber agrees to pay for the appropriate GST under each invoice subject to the following conditions:
  - a. PRIVASAT is duly licensed by the relevant Malaysian authorities to collect such GST and will produce document evidencing the foregoing if required by the Subscriber;
  - b. The appropriate GST is included under the relevant invoice at the time of the issuance of the invoice; and
  - c. The invoices provided by PRIVASAT to the Subscriber comply with the relevant GST law enforced by the Malaysian authorities

## **6. ALTERATION AND/OR RELOCATION OF SERVICE OR EQUIPMENT**

- 6.1 Subject to Clause 3, PRIVASAT shall install or arrange for the installation, and the Subscriber shall permit the installation, of the Equipment, where applicable, on the premises of the Subscriber within reasonable amount of time after the submission of the Application Form.
- 6.2 The Equipment shall be installed by PRIVASAT as follows
  - a. For residential Properties, on the rooftop / wall of the Subscriber's premises; and
  - b. For commercial Properties, at a location in the Subscriber's premises as directed by the Subscriber.



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## **7. SUBSCRIBER'S RESPONSIBILITIES**

7.1 Subscriber shall not:

- a. Resell or sublet the Service and/or the Equipment to any third party without the prior written consent from PRIVASAT;
- b. (As applicable) cause any harm to the Equipment or third party equipment, software or processes in connection with the Service provided by PRIVASAT;
- c. Intentionally allow unauthorized access to or use of the Service, unauthorized reselling of the Service or the solicitation of PRIVASAT's users or customers to become subscribers of other online information services competitive with PRIVASAT;
- d. In any way duplicate or use any PRIVASAT materials, advertising, brochures, pamphlets or any other information that is proprietary and/or the property of PRIVASAT.

## **8. PROHIBITED USE**

8.1 The Subscriber shall not use the Service and/or the Equipment:

- a. For any unlawful purpose including, and without limitation, criminal purpose;
- b. To infringe the laws of Malaysia or any other applicable laws and the subsidiary legislations passed there under;
- c. To commit any activities which compromise or adversely affect the reputation and goodwill of PRIVASAT;
- d. To transmit, publish, make available or receive any materials of any kind which is offensive on moral, religious, racial, political or other grounds or unlawful, threatening, harmful, abusive, harassing, defamatory, seditious, indecent, false, menacing, obscene, profane or hateful;
- e. To introduce, assist and/or attempt to introduce any computer virus, malicious code or any other harmful component to the Properties' network system or any other person's computer system;
- f. To infringe or facilitate the infringement of any intellectual property right(s) or other right(s) belonging to any person including a company or corporation;
- g. To gain unauthorized access or to attempt to access to any computer system connected to the Internet, electronic communications system, telecommunications system or any information regarded as private and confidential by any other person including a company or any corporation;
- h. To interfere or cause any interference to any of the PRIVASAT's services to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system or broadcast attacks; or
- i. To restrict, inhibit or otherwise interfere with the ability of any other person to use or access the Internet, including, without limitation, hosting or transmitting any information or software which contains a virus, lock, key, bomb, work or any other harmful or debilitating feature, or generating levels of traffic sufficient to impede any other party's ability to send or retrieve information; or
- j. which is in breach of any express or implied obligation to any third party.



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## **9. SUBSCRIBER'S EQUIPMENT INSTALLATION**

- 9.1 The Subscriber shall ensure that his equipment is technically and operationally compatible with the use of the Service and has the proper set up for purposes of installation of additional configuration and software to access and use the Service.
- 9.2 The Subscriber acknowledges that the installation, use, inspection, maintenance, repair and removal of the Subscriber's equipment may result in service outages or potential damage to the Subscriber's equipment. To avoid any files in the Subscriber's equipment being modified, altered and/or lost during the installation, the Subscriber agrees to back-up all the files in the equipment prior to any such installation. PRIVASAT shall have no liability whatsoever for any damage to or loss or destruction of any of the Subscriber's equipment, software, files, data or peripherals.

## **10. USE OF EQUIPMENT**

- 10.1. The Subscriber shall adhere to all instructions and notices given by PRIVASAT from time to time regarding the use of the Equipment.
- 10.2. The Subscriber shall be responsible, and pay for the full retail price, for the repair or replacement of any damaged, lost or stolen Equipment.

## **11. SUPPORT AND MAINTENANCE**

- 11.1. From time to time, PRIVASAT may conduct routine tests, maintenance, upgrade or repair on the network system and the Subscriber acknowledges that such works may affect the availability of the Service to the Subscriber and that PRIVASAT shall have the right to disrupt the Service to conduct restoration and remedial works without prior notice. PRIVASAT shall make all necessary efforts to inform the customer in advance but on case to case basis and for urgent maintenance PRIVASAT may not be able to inform customer prior to activity, in such case customer will be informed after the activity has been performed.

## **12. WARRANTY**

- 12.1. The Subscriber acknowledges that the Service is provided on an "as is", "as available" and "best effort" basis.
- 12.2. To the maximum extent permitted by law and except as expressly stated herein, PRIVASAT disclaims all warranties, either express or implied, including, but not limited to, implied warranties as to the merchantability and/or fitness for any particular purpose whether or not PRIVASAT was specifically advice of the purpose.

## **13. LIMITATION OF LIABILITY**

- 13.1. The Subscriber acknowledges that PRIVASAT exercises no control whatsoever over the content of the data or information passing through PRIVASAT's network and gives no warranties of any kind, whether expressed or implied, for the content of the said data or information. PRIVASAT specifically denies any responsibility for the Subscriber's own viewing habits and the use of that any data or information obtained through the Service by accuracy or quality of the data or information obtained through the Service. The Subscriber is responsible for his own viewing habits and the use of that any data or information obtained through the Service by other parties, including minors. PRIVASAT does not block, filter or screen postings or sites on the Internet in whole or in part and has no obligation to monitor Internet content.
- 13.2. The Subscriber further acknowledges that the network utilized in connection with the provision of the Service is a shared resource amongst other PRIVASAT's subscribers and Internet users. In this respect, the Subscriber accepts the risk that other parties may be able to access, monitor and/or decode the Subscriber's use of the Service and the information



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received or sent through the Service. Any data or information received or sent by the Subscriber is at the Subscriber's sole risk.

- 13.3. PRIVASAT shall not be liable in contract, tort or any other theory or principle of law for any loss or damage, even if advised of the possibility of such loss or damage, including, without limitation, any loss or damage resulting from any one or more of the following:
- a. Any interruption, suspension or termination of the provision of the Service caused by the Subscriber or a third party (including other customers of PRIVASAT);
  - b. Any damage, loss or destruction of any of the Subscriber's equipment, software, files, dates or peripherals howsoever caused;
  - c. Any inaccuracy in, or the quality of, data or information transmitted over or passing through PRIVASAT's network and obtained by the Subscriber through the Service;
  - d. Any action or omission by PRIVASAT pursuant to Clause 8 (Prohibited Use), Clause 9 (Subscriber's Equipment Installation), Clause 11 (Support and Maintenance) and Clause 15 (Suspension of Service); or
  - e. save where arising out of or in connection with an act or omission of PRIVASAT, any damage to the premises arising from the installation or removal of the Equipment, except in the case of negligence.
- 13.4. Not with standing any provisions contrary in this Agreement, PRIVASAT shall not be liable for any special, indirect, incidental or consequential damages resulting from the use of the Service or any defect in the Equipment or Service, including, without limitation, special, indirect, incidental or consequential damages in the form of loss of interest, loss of income or profits, loss of opportunity or other Monetary losses even if PRIVASAT is advised in advance of the possibility of such loss or damages.
- 13.5. Without limitation to this Clause 13, PRIVASAT shall not be liable for the acts or omissions of any other user(s) of transponders on a Satellite or of any third party
- 13.6. The Customer hereby waives its right to make any claim or to initiate any proceedings whether judicial, arbitral, administrative or otherwise against the manufacturer of the Satellite and/or the launch agency and their respective sub-contractors and suppliers, on account of any loss or damage (including, without limitation, all financial and any other consequences, whether direct or indirect, of such loss or damage) which the Customer may sustain as a result of the failure of the Satellite.
- 13.7. In no event shall PRIVASAT be liable for any special, indirect, incidental or consequential damages resulting from the use, or inability to use the Service arising out of any other circumstances associated with the subject matter of this Agreement. PRIVASAT's total liability to the Subscriber under any provisions of this Agreement or for any and all claims, losses or damages relating to the subject matter of this Agreement shall be limited to the amount equivalent to one (1) month subscription fee actually paid by the Subscriber to PRIVASAT. Parties hereby acknowledge that parties relied upon the inclusion of the limitation in consideration of entering into this Agreement.



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#### **14. SERVICE LEVEL AGREEMENT**

- 14.1. PRIVASAT shall provide the Service with reasonable skill and care and in accordance with the provisions of this Agreement. PRIVASAT shall provide the Service at its best effort in areas where technically feasible. The general target availability will be at 99.3% for KU Band Services and at 99.7% for C band Services offered by PRIVASAT.
- 14.2. PRIVASAT shall have the right to suspend the Service as and when required for operational reasons not limited to repair, maintenance, improvement of the Service, governmental or regulatory directive or due to emergency reasons. Except in the event of an emergency, PRIVASAT will attempt to give the appropriate notice as and when required. PRIVASAT will restore the Service after suspension as soon as reasonably practicable.
- 14.3. The bandwidth will be provided on a sharing basis with the use of equitable policies to all customers which is based on subscription of packages unless customer subscribe for dedicated bandwidth services.
- 14.4. In the event PRIVASAT identifies that the Customer is abusing the Service, PRIVASAT shall exercise its absolute right to temporarily limit the speed. In cases of extreme and continued violation or abusing of the Service, PRIVASAT shall have the right to suspend the Service. PRIVASAT may use other traffic bandwidth management and prioritization tools to ensure equitable access to its network for all customers.
- 14.5. The Customer hereby acknowledges and accepts that the Service will not be fault free and/or that it will not disrupt other existing signals and/or telecommunications services. However, if a fault or disruption occurs, the Customer should report the fault by telephone, electronic mail or in writing to the PRIVASAT's customer service at the contact details as provided herein and PRIVASAT shall endeavour to rectify the fault as soon as reasonably practicable. The Customer hereby acknowledges that PRIVASAT's effort to rectify the fault is confined to its network only and not beyond where connectivity to other networks or infrastructure belonging to third parties and PRIVASAT shall not be liable for any disruption or interruption whatsoever.
- 14.6. Fair access policy (FAP) shall be applied to the site so that all customers get the proper throughput under best effort scenario and to make sure that bandwidth abuse can be avoided.

#### **15. INDEMNITY**

- 15.1. The Subscriber shall be liable for and shall fully indemnify and keep indemnified at all times PRIVASAT against all liability, loss, damages, costs, legal expenses, professional and other expenses of any nature whatsoever (including legal costs on a full indemnity basis) sustained, incurred, paid by or suffered in respect of any one or more of the following:
  - a. any breach of any provisions of this Agreement by the Subscriber;
  - b. any breach or any laws, by-laws, regulations, guidelines and policies then in force by the Subscriber;
  - c. any wrongful use of, or unauthorized or illegal access to, the Service as set out in Clauses 8 and 9; or
  - d. any death, bodily injury or property damage caused by the Subscriber by virtue of the use of the Service.

#### **16. SUSPENSION OF SERVICE**

- 16.1. Without prejudice to any other rights or remedies available at law and not with standing any waiver by PRIVASAT of any previous breach by the Subscriber, PRIVASAT may interrupt, suspend or terminate the Service without prior notice in the event that the Subscriber has not paid any fee or other payment due hereunder for the Service. For the avoidance of doubt, there will be no consequent liability on the part of PRIVASAT whatsoever for such interruption, suspension or termination of Service.



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16.2. PRIVASAT may if it deems appropriate at its sole discretion reconnect the Service, in which event this Agreement shall continue as if the same is not suspended. PRIVASAT reserves the right to impose a reconnection fee on the Subscriber at a rate specified by PRIVASAT from time to time.

## **17. TERMINATION**

17.1. Subject to Clause 4, and without prejudice to any rights or remedies available at law or in equity to the parties, this Agreement may be terminated upon written notice:

- a. by either party within thirty (30) days following written notification in the event that a condition of force majeure as stated in Clause 22 occurs provided that the parties have not breached any terms and conditions in this Agreement;
- b. by PRIVASAT immediately in the event that the Subscriber:
  - i. becomes or is declared insolvent or bankrupt; and
  - ii. is in breach of any terms and conditions of this Agreement.
- c. by the Subscriber within thirty (30) days following written notification if the Subscriber wishes to terminate or cancel the Service.

17.2. Upon termination of the Agreement and without prejudice to Clause 5:

- a. PRIVASAT may prevent access to and use of the Service; and
- b. all charges and fees owing by the Subscriber to PRIVASAT shall immediately become due and payable and the Subscriber shall forthwith settle all such amounts, including, the cancellation fee and fee specified in Clause 5.

## **18. AMENDMENTS**

18.1. The Subscriber acknowledges that PRIVASAT may from time to time vary, amend and modify the terms of this Agreement as it sees fit. PRIVASAT shall give notice of such variations, amendments and modifications to the Subscriber in such manner, as it deems appropriate. Continuation in the access amendments and modifications and the Subscriber hereby agrees to bind by the same.

18.2. PRIVASAT is not bind by any amendment to this Agreement unless such amendments are in writing and is mutually agreed upon by all parties.

## **19. ASSIGNMENT**

19.1. The Subscriber shall not assign or otherwise transfer this Agreement or any of his rights under this Agreement to any other person without the written prior consent of PRIVASAT. PRIVASAT may assign or novate its rights and obligations under this Agreement to a related corporation or any other third party, and the Subscriber hereby consents to the said assignment or novation.

## **20. WAIVER AND SEVERABILITY**

20.1. Failure or neglect by PRIVASAT to enforce at any time any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of PRIVASAT's rights to take subsequent action.

20.2. In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions, which shall be, continue to be valid fully permitted by law.





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## **21. NOTICE**

- 21.1. All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their address set forth below or to such other address as either party may substitute by written notice to the other.
- 21.2. All notices so given shall be deemed to have been received:
- a. If by personal delivery, when delivered
  - b. if by facsimile transmission, as evidenced by a transmission report generated by the dispatching terminal.

## **22. FORCE MAJEURE**

With the exception of non-payment by the Subscriber, neither party shall be responsible for any failure or delay in performing its obligation under this Agreement resulting from or caused by beyond its reasonable control, including, but not limited to, acts of God, acts of the public enemy, fires, flood, labour disputes, war, riots, embargoes or regulations of any civil or military authority, revision in government regulation, failure in the satellite network, telecommunication disruption and unavailability of material, information or data for or to update the system. During the duration of such event, PRIVASAT shall be relieved of any obligations hereunder which are affected by the said event, and shall resume the performance thereof upon cessation of such event.

## **23. GOVERNING LAW**

The laws of Malaysia govern this Agreement and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

## **24. CONFIDENTIALITY**

The obligation to protect the confidentiality of information received prior to such termination shall survive the termination of this Agreement for a period of twenty-four (24) months.

## **25. ENTIRE AGREEMENT**

This Agreement constitute the entire agreement of the parties with respect to its subject matter and shall supersede all prior presentation, agreement, statement or understandings, whether in writing or not.

## **26. SECURITY DEPOSIT**

The Security Deposit paid by the Subscriber upon registration of this Service shall be held by PRIVASAT. The Security Deposit held will be refunded to the Subscriber free of interest within 60 days after termination or expiration of this Agreement subject to deduction of any amount due to PRIVASAT by the Subscriber. PRIVASAT hereby reserves the right to deduct from the Security Deposit any amount due and payable to PRIVASAT at any time and may request the Subscriber to deposit further payment to maintain the required Security Deposit amount during the Agreement period.

## **27. ACKNOWLEDGEMENT**

We have read the terms and conditions stated above and agree to be bound by the terms & conditions.