

**Standard Terms and Conditions for Service Provision By Star Media Radio Group Sdn Bhd
(Company No. 41335-V) (“Standard Terms”)**

The terms and conditions set out in this Standard Terms may be varied, amended and notified to the Client (as defined herein) from time to time, shall govern and shall be deemed to be incorporated into all credit applications, bookings, and agreements entered into in respect of the Services (as herein defined) offered by Star Media Radio Group Sdn Bhd (Company No. 41335-V) (“SMRG”), unless expressly excluded in writing by SMRG. SMRG may make changes to this Standard Terms from time to time and will upload the revised Standard Terms on the website www.smrgr.my. Client is advised to check the website for the latest updated version of the Standard Terms on a regular basis.

1. Definitions and Interpretation

1.1 In this Standard Terms, the following expressions shall have the following meanings :- “Accredited Client(s)” means any client(s) affiliated with The Association of Accredited Advertising Agents Malaysia (4As) or such other client(s) duly authorised in writing by SMRG at its sole and absolute discretion; “Act” means the Personal Data Protection Act 2010 including all guidelines, rules and regulations, and subsequent amendments; “Advertisement Material” means any material in written form or audio or video acceptable to SMRG, which may be delivered by the Client to SMRG, for the purposes of Transmission or rendering into a format appropriate for Transmission; “Affiliate” means any person or entity controlling, controlled by, or under common control with either the Client or SMRG, as applicable. “Control” means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or at its equivalent) of a company. “Agreement(s)” means any contract(s) between SMRG and the Client in respect of the Services which shall incorporate the terms and conditions herein contained; “Application” means software application owned and/or managed/operated by SMRG and/or its Affiliate and is designed to run on the Device and made available on the application distribution platform such as Apple App Store, Google Play, Windows Phone Store, Blackberry App World and/or through any other distribution platform whether known now or in the future; “SMRG” means Star Media Radio Group Sdn Bhd (Company No. 41335-V), a company duly incorporated in Malaysia, which manages and operates the Radio Stations and Websites, including the Digital Content and Platforms division within SMRG; “Business Day” means a day other than Saturday, Sunday or a federal public holiday in Selangor, Malaysia;

“Client” means a direct advertiser, a person, entity, firm, company, Accredited Client which places a booking, or enters into an Agreement with SMRG for the Services;

“Credit Account” means the credit account which may be granted by SMRG to the Client (if any) from time to time and on the terms thereof;

“Product” means any product or good provided by the Client for purposes such as promotional activity, sampling, distribution to public, contest prize, commercial advertisement etc;

“On-Air” means the transmission of Services via broadcasting on the Radio Stations by means of radio frequency transmission signals within the Territory;

“On-ground” means events held outside the Radio Stations;

“Online” means any Services to be provided via the Internet through Website, Applications and/or such other platform, whether known now or in the future, made available by SMRG from time to time;

“On Mobile” means any Services to be provided via the mobile phone through mobile applications, mobile internet and/or such other platform, whether known now or in the future, made available by SMRG from time to time;

“Radio Companies” means the companies which is licensed to operate and broadcast content on the Radio Stations;

“Radio Stations” means the FM commercial radio broadcasting stations which are managed by SMRG and which are broadcasting within Malaysia including but not limited to “988” and “SURIA FM”;

“Rates” means the rates for the Services as set out in the Rate Card issued by SMRG, as may be amended from time to time by SMRG;

“Services” means the agreed services to be provided by SMRG which may include On-Air transmission services, Online services, On Mobile services and/or On Ground services such as (but not limited to) advertisement services, spot buy, run of station, local insertion unit, sponsorship, promotional activities, production, campaign contest and events;

“Territory” means Malaysia;

“Technical and Language Requirements” means the requirements as set out in SubClause 5.3 and such amendments or variations thereto as may be notified by SMRG from time to time;

“Transmission Date” means the first date of Transmission as part of the Services in accordance with the Transmission Schedule; “Transmission Schedule” means the dates and times for the Transmission which has been confirmed by SMRG to the Client.

“Website(s)” means the website(s) which are managed by SMRG from time to time which are operated within Malaysia which include but shall not be limited to www.suria.my and www.988.com.my.

1.2 All references to SMRG shall include its successors in title and assigns. All references to the Client shall include its successors in title.

1.3 In the event of any conflict or discrepancy between the provisions of the Agreement and this Standard Terms, the provisions of the Agreement shall prevail.

2. Purpose

The terms and conditions set out herein shall govern and be deemed to be incorporated mutatis mutandis into all media and internet bookings and sales by SMRG of the Services and into the Agreements, unless otherwise expressly excluded in writing by SMRG.

3. Obligations of SMRG

Subject to the due and proper performance by the Client of all its obligations to SMRG, SMRG shall use its best endeavours to provide the Client the Services, in accordance with the terms and conditions set out in this Standard Terms and subject further to such terms and conditions of the respective Services as may be required by SMRG.

4. Obligations of the Client

4.1 The Client agrees without prejudice to any other terms herein or terms which may be required by SMRG:

4.1.1 to make all payments promptly on the due dates without demand, deduction or set off;

4.1.2 to procure and maintain all necessary permits, consents, approvals, and licenses (except for the broadcast licence) which are required for SMRG to provide the Services such that they are valid and subsisting for the term the Services are provided;

4.1.3 to be solely and fully responsible for compliance with relevant laws, rules, regulations, guidelines, codes and practices in Malaysia and in the Territory relating to advertising on the Radio Stations and/or Website(s), including but not limited to the Communications and Multimedia Act, 1998, the

Communications and Multimedia Content Code and the "Advertising Code for Television and Radio" issued by the Communications and Multimedia Commission;

4.1.4 to acquire from the respective owners and/or copyright societies all copyrights and all other rights (whether musical or otherwise) for the Advertisement Material and for the commercial advertisements or content for Transmission pursuant to the Services, and to make all payments for the use of such sound recordings, musical works and performance royalties payable to any collection societies, if any, within the Territory and/or Malaysia as the case may be; and

4.1.5 to comply with all terms and conditions of this Standard Terms and such other terms and conditions as may be required by SMRG.

4.2 The Client shall place its bookings with SMRG for the Services not less than seven (7) Business Days prior to the Transmission Date. Booking instructions shall be in writing and may be given or sent by hand, registered post or other fast postal service, or telex, telegram, or facsimile, and a booking shall only be deemed to have been placed by the Client on the date that it is received by SMRG.

4.3 Notwithstanding anything in this Standard Terms, SMRG shall not be bound, and shall not be deemed or construed bound to provide the Services to the Client or to enter into an Agreement with the Client. An Agreement shall only come into being upon SMRG confirming its acceptance of the Transmission Schedule and terms of the booking for the Services (i.e. either via a confirmation form and/or Transmission of the Services).

4.4 The Client shall contract and be deemed to contract as principal in the Agreement and will accordingly be responsible for the performance of all the terms and conditions of this Standard Terms and under any Agreement.

5. Submission of Advertising Material

5.1 The Client acknowledges and agrees that Advertising Material submitted to SMRG shall :-

5.1.1 satisfy the Technical and Language Requirements of SMRG or any other requirement or guidelines which may be notified by SMRG to the Client from time to time;

5.1.2 comply with relevant laws, rules, regulations, guidelines, codes and practices in Malaysia relating to advertising on the Radio Stations, including but not limited to the Communications and Multimedia Act, 1998 and the Content Code" issued by the Communications and Multimedia Content Forum;

5.1.3 comply with all requirements for payments of royalties or licence fees or any other payments in respect of any third party rights in connection with the Advertisement Material and other commercial advertisements or content for Transmission pursuant to the Services.

5.2 The Client shall deliver the Advertising Material which complies with the terms of Sub-Clause 5.1 of this Standard Terms to SMRG, not less than :-

5.2.1 seven (7) Business Days for complete audio recordings;

5.2.2 fourteen (14) Business Days for written scripts or other written materials; or such other period as may be agreed in writing by SMRG.

5.3 The Advertising Material shall comply with the following requirements:

5.3.1 recorded audio material shall be in the form of digital audio tape; 5.3.2 all Advertising Material be clearly labeled and marked with the following :-

(a) name of the Client, and where the Client is an advertising agency, the name of the advertiser (Advertiser");

- (b) brand name of the commercial product;
- (c) description of the commercial product; and
- (d) commercial title;

5.3.3 in addition, recorded audio Advertising Material shall be clearly labelled and marked with the following:

- (a) audio track designations and language of the audio track;
- (b) duration of the audio track;
- (c) date of recording; and
- (d) particulars of the producer and/or production house; and

5.3.4 The Advertisement Material requirements for Website(s) are as follows:

- (a) images and logos shall be in any of the following formats:
 - Adobe Photoshop (*.psd)
 - Adobe Illustrator (*.ai)
 - JPEG (*.jpg)
 - GIF (*.gif)
- (b) flash files shall be for in both the following formats
 - .fla (Creation template)
 - .swf (Flash file)
- (C) Text documents shall be in any of the following formats:
 - Microsoft Word (.doc) Plain text document (.txt)
- (d) Printable documents such as contest forms, etc. shall be in the Adobe Acrobat (.pdf) format only.
- (e) Audio files shall be in any of the following formats:
 - .wav
 - .mp3
 - .asf
- (f) Video files should come in one or all of the following formats:
 - .avi
 - .mpg
 - Quicktime(.mov)
- (g) Banners shall meet the following size and format requirements:
 - in .gif or animated .gif format
 - Size required 468×60 [for all SMRG Radio Websites]
 - Maximum file size: [120KB]

5.3.5 the Advertising Material shall only relate to one brand name;

5.3.6 the Advertising Material shall comply with any language restriction imposed on SMRG at any time by any relevant authority; and

5.3.7 all Advertising Material requiring the permits, consents, approvals, and licenses under Sub-Clause 5.1.2 and 5.1.3, shall be accompanied by such permits, consents, approvals, and licenses.

5.4 The Advertisement Material shall be deemed to have been delivered only if the conditions set out in Sub-Clauses 5.1, 5.2 and 5.3 have been met and the relevant Transmission instructions have been given.

5.5 In the event the Client submits Advertising Materials which does not comply with any of the requirements in this Standard Terms:-

5.5.1 SMRG shall not be liable for any error or accidental misuse of the Advertisement Material during Transmission; or

5.5.2 SMRG may cancel the booking and at its discretion impose a surcharge under Sub-Clause 9.1 below as if a cancellation had been made by the Client or

5.5.3 SMRG may dub and/or reformat the Advertising Material into a format SMRG requires for Transmission and the Client agrees to bear all costs, charges and expenses for such dubbing and/or reformatting work.

5.6 If SMRG in its absolute discretion decides that the Advertisement Material is unsuitable, SMRG shall notify the Client of an alternative schedule for provision of the Services and the Client shall submit alternative Advertisement Material in the terms of Sub-Clause 5.2.

5.7 Notwithstanding any other provision of this Standard Terms to the contrary, SMRG reserves the right, in its sole and absolute discretion to:-

5.7.1 decline to transmit any Advertisement Material without any reason in writing for so declining but in such event the Client shall not be liable to pay for any Advertisement Material not transmitted. In the event advance payment has been made by the Client the Client's account with SMRG shall be credited with such amount and may be utilised towards payment of subsequent bookings by the Client;

5.7.2 fade, edit or cut the Advertisement Material or any part thereof which in the opinion of SMRG contains unsuitable material but the Client shall remain liable to SMRG for the charges payable hereunder or by virtue of the Agreement or

5.7.3 refuse to transmit any Advertisement Material containing references to more than one product and SMRG shall not be liable to the Client or otherwise for any reason whatsoever.

5.8 SMRG shall store the Advertisement Material for up to four (4) weeks from the date of the last Transmission. The Client shall be liable for storage charges determined by SMRG if the Advertisement Material is not reclaimed by the Client at the end of the four (4) week period. Unless otherwise instructed in writing by the Client and the Client pays the storage charges, the Advertisement Material may be destroyed by SMRG if not collected for a period of one (1) month from the date of the last transmission without further reference to the Client. SMRG shall not be held liable for any loss or damage whatsoever to the Advertisement Material or any other property of the Client however caused whether in the studios, in transit or during storage.

6. Transmissions

SMRG shall use its best endeavour to provide the Services and where such Services requires Transmission, to use its best endeavours to make the Transmission in accordance with the Transmission Schedule confirmed by SMRG but SMRG makes no representation or warranty that the Transmission Schedule shall be adhered to.

6.2 In the event Transmission cannot be made in accordance with the Transmission Schedule on the day and in a segment of the rate arranged, SMRG shall offer Transmission at some other time and/or some other date in the segment of the rate bearing comparable value as that originally booked. If the Client objects to the rescheduling of Transmission in this Sub-Clause 6.2, SMRG shall be entitled to payment from the Client of fees and expenses reasonably incurred in respect of any Services then provided. In the event advance payment has been made by the Client, the Client's account with SMRG shall be credited with such amount (less such fees and expenses aforesaid) and may be utilised towards payment of subsequent bookings by the Client.

6.3 SMRG reserves the right, in its absolute discretion to: 6.3.1 reschedule the Transmission Schedule if conflicts arise between products and programmes including programme content or as a result of bookings for sponsorship; 6.3.2 reschedule the Transmission Schedule to give precedence to broadcast of any priority matter including but not limited to government announcements or for broadcast of live programmes; 6.3.3 pre-empt any airtime booked for the Services; without being liable to the Client or any other party for any reason whatsoever. 6.4 The Client shall notify the Head of the Radio Advertising Sales Department of SMRG of any technical errors or incorrect materials used in a Transmission by SMRG within twenty-four (24) hours of that Transmission, failing which SMRG shall be deemed to have complied with its obligations under this Standard Terms and the Agreement.

6.5 Notwithstanding any other provision of this Standard Terms to the contrary, SMRG may, in its sole and absolute discretion and without waiving any other rights hereunder (including without limitation, the right to terminate this Standard Terms pursuant to Clause 14 hereof), elect to suspend, pre-empt or otherwise interrupt the Services under any one or more of the following circumstances:

6.5.1 as a result of the Services or the content thereof, SMRG or any of its Affiliates is, or is threatened to be (a) indicted, (b) charged as a criminal defendant, (c) investigated by law enforcement or other governmental authorities or (d) otherwise subjected to any action or proceeding by any governmental entity or representatives thereof;

6.5.2 at the direction of any governmental entity, jurisdiction or representative thereof; or

6.5.3 to protect the overall health and performance of the Radio Stations, including without limitation, any testing, repair, adjustment, reconfiguration of any component or equipment of the Radio Stations; and in such circumstances, the suspension, pre-emption or interruption shall not amount to or be deemed as a default of SMRG's obligations pursuant to this Standard Terms. Upon resolution of the event giving rise to the foregoing suspension, pre-emption or interruption of the Services, and upon SMRG receiving reasonable assurances from the relevant entities that such event will not again occur (in the sole and absolute discretion of SMRG), then SMRG shall discontinue the suspension, pre-emption or interruption of the Services.

6.6 All dates and times of Transmission shall be recorded in a transmission log maintained by AMR. The contents of this transmission log shall, in the event of any dispute whether in respect of the Client's account or otherwise except in the case of manifest error, be taken as final and conclusive proof of such Transmission.

6.7 All programme content on the Radio Stations and the time of Transmission of such programmes shall be entirely within the discretion of SMRG and SMRG shall not be liable to the Client for any failure to transmit any programme advertised in any publication or failure to transmit any programme at an advertised time.

6.8 The Client irrevocably authorises SMRG and its associates (but SMRG and its associates are not obliged) to broadcast or distribute the content of the Services (where relevant) on the Radio Stations by any medium of carriage into any jurisdiction at any time and from time to time, and in the event SMRG and its associates do so, the Client's warranties and indemnities and rights in this Standard Terms shall mutatis mutandis extend to the broadcast or distribution of the same. For the avoidance of doubt SMRG shall not be obliged to account to the Client for any profits, revenue or gains made from such broadcast and distribution of content on the Radio Stations.

7. Intellectual Property Rights

7.1 The Client acknowledges that all copyright, design rights and any other rights in the product of the Services provided by SMRG excluding any Advertising Material provided by the Client shall remain the sole and exclusive property of SMRG and this Standard Terms and the Agreement do not purport to grant, assign, or transfer any rights to the Client.

7.2 In the event that the Client wishes to use any material arising from the Services of SMRG for any purpose other than for the provision by SMRG of the Services then the prior written consent of SMRG shall be required, together with an additional payment to be agreed between the parties.

7.3 The Client acknowledges that SMRG shall be entitled to exploit any material created by SMRG under this Standard Terms provided that all references to and any confidential information and material provided by the Client are deleted.

7.4 The Client acknowledges that SMRG asserts its moral rights generally in respect of the product of the Services under this Standard Terms and the Agreement including any documents, artwork, and other material and in particular to be reasonably, prominently and clearly identified on all copies in all media.

SMRG asserts the right to object to derogatory treatment of its work provided in the Services whether addition to, deletion from, or alteration or adaptation which is a distortion or mutilation or is otherwise prejudicial to the honour or reputation of SMRG.

7.5 Save as expressly provided in the Agreement, the provisions herein and in the Agreement shall not by implication be deemed to grant a licence to the Client to use the trade marks of SMRG or the Radio Companies (collectively "Trade Marks") in any form of activity. The Client understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use of the Trade Marks and that injunctive relief would be appropriate to prevent any actual or threatened use of such Trade Marks.

8. Rate Structure

8.1 Unless otherwise agreed between SMRG and the Client, the Rates charged for the Services shall be as set out in the Rate Card, as may be amended from time to time by SMRG.

8.2 SMRG reserves the right to change the terms and conditions herein and/or Rates applicable to bookings already made or in executed Agreements with two (2) weeks' written notice to the Client. The Client shall, by serving written notice to SMRG within seven (7) Business Days of the date of the notice of change, be entitled to cancel any booking affected by the change. The new Rates shall be effective and apply to Services or parts thereof to be performed only after the end of SMRG's notice of change period.

8.3 The provision of this Clause 8 shall be without prejudice to any special arrangements made by the parties in respect of the Rates.

PRIVACY POLICY

The Personal Data Protection Act 2010 was introduced by the Government to regulate the processing of personal data in commercial transactions. The Act, which applies to all companies and firms that are established in Malaysia, requires us to inform you of your rights in respect of your personal data that is being processed or that is to be collected and further processed by us and the purposes for the data processing. The Act also requires us to obtain your consent to the processing of your personal data.

Consequently, please be informed that the personal data and other information (collectively, "Personal Data") provided in your application to register for the use of and subscription to all radio websites and platforms, if relevant, may be used and processed by Star Media Radio Group ("Company") for the following purposes:-

1. assessing your application to register for the use of www.suria.my and www.988.com.my
2. assessing your application for subscription
3. to communicate with you;
4. to provide services to you;
5. to process your payment transactions;
6. respond to your inquiries;
7. administer your participation in contests;
8. conduct internal activities;
9. market surveys and trend analysis;
10. to provide you with information on products and services of the Company and our related corporations;
11. to provide you with information on products and services of our business partners;
12. other legitimate business activities of Company;
13. such other purposes as set out in www.suria.my, and www.988.com.my Terms of Use; and/or
14. if relevant, such other purposes as set out in the General Terms and Conditions and, if applicable, Campaign Terms and Conditions. (collectively "Purposes").

Further, please be informed that if required for any of the foregoing Purposes, your Personal Data may be transferred to locations outside Malaysia or disclosed to our related corporations, licensees, business partners and/or service providers, who may be located within or outside Malaysia. Save for the foregoing,

your Personal Data will not be knowingly transferred to any place outside Malaysia or be knowingly disclosed to any third party.

In order to process your Personal Data, your consent is required. If you do not consent to the processing of your Personal Data other than in relation to the advertising or marketing of any product or service of Company or our business partners, we cannot process your Personal Data for any of the above Purposes and we will not be able to approve your application for registration for use of www.suria.my; and/or www.988.com.my

In relation to direct marketing, you may request the Company by written notice (in accordance with the following paragraph) not to process your Personal Data for any of the following Purposes:

1. advertising or marketing via phone any product or service of Company or our business partners,
2. sending to you via post any advertising or marketing material relating to any product or service of Company or our business partners;
3. sending to you via email or SMS any advertising or marketing material relating to any product or service of Company or our business partners, or
4. communicating to you by whatever means any advertising or marketing material of Company or our business partners.

You may at any time hereafter make inquiries, complaints and request for access to, or correction of, your Personal Data or limit the processing of your Personal Data by submitting such request to the Personal Data Protection Officer of Company via registered post or email as set out below.

Postal address:

Personal Data Protection Officer
Level 8, Tropicana City Office Tower
No 3, Jalan SS20/27
47400, Petaling Jaya
Selangor Darul Ehsan

Email address:

pdpo@smrg.my