

SUBSCRIPTION CONTRACT

VIEWASIA BOUQUET SUBSCRIPTION TERMS AND CONDITIONS

1. INTRODUCTION

A. ABOUT VIEW ASIA BOUQUET

View Asia Bouquet (the “**Bouquet**”) and each of the channels comprising and packaged as part of the Bouquet are available on the Direct to Home (DTH) platform in the territory of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands (the “**Territory**”). As of date, the Bouquet consists of four (4) channels namely, (i) SET Asia or Sony TV Asia, (ii) MAX or SET MAX, (iii) B4U Movies, (iv) and ARY Digital (hereinafter, collectively the “**Channels**” and individually a “**Channel**”).

The term ‘Bouquet’ shall mean and include all the Channels or any combination of 2 or more of the Channels.

B. OWNERSHIP

The Bouquet is owned and operated by MSM Asia Limited, a company registered under the laws of United Kingdom (“**MSM**”).

C. SUBSCRIPTION CONTRACT AND TYPES OF SUBSCRIPTION

The subscription to the Bouquet (“**Bouquet Subscription**”) as well as to an individual Channel of the Bouquet on a la carte basis (“**A La Carte Subscription**”) is governed by the terms and conditions appearing hereunder (“**Terms and Conditions**”). It is of paramount importance for all the Subscribers to go through the Terms and Conditions and accept them which shall form a binding contract between MSM and each of the Subscribers (“**Subscription Contract**”).

The Subscription Contract authorises the Subscribers to receive the delivery of the channels of Bouquet Subscription or the A La Carte Subscription, as the case may be, with the help of a Digibox and a Viewing Card for private viewing at the Subscriber Address (the “**Service**”).

As used herein or anywhere under the Terms and Conditions, the term “**Subscribers**” shall mean persons who subscribe to the Bouquet Subscription or A La Carte Subscription upon payment of Subscription Fees (defined below).

D. HOW TO SUBSCRIBE

A subscriber can subscribe to the Bouquet Subscription or A La Carte Subscription by calling the Call Centre. Only the persons living in the Territory can purchase the Bouquet Subscription and/or the A La Carte Subscription.

MSM assumes that before confirming your subscription to the customer executive at the Call Centre, you have either gone through and understood the Terms and Conditions of the

Subscription Contract contained herein, or you have been explained by the customer executive the Terms and Conditions. MSM also assumes that you have had the recourse to clarify any of the Terms and Conditions before confirming and buying the subscription and entering into the Subscription Contract.

The customer service representative of MSM is currently available on telephone number 08448 55 22 22 ("**Call Centre**"). This telephone number may change from time to time. You can call on this number to manage the subscriptions and for providing notices as referred to hereunder. For security reasons, the customer service representative may request you to verify few details like name, address, card number, telephone number, Digibox number, Viewing Card number etc. If you fail to verify the foregoing details, the customer service representative will not be able to action your requests.

MSM advises and encourages the Subscribers that before entering into this Subscription Contract by agreeing to the Terms and Conditions, they should avail the opportunity of clarifying any doubts by contacting the Call Centre (defined below). Once the Subscribers subscribe to the Bouquet Subscription or A La Carte Subscription, it shall become a binding Subscription Contract between MSM and the Subscribers subject to the Terms and Conditions contained hereunder.

E. **MSM CONTACT DETAILS**

Any enquiries, complaints and suggestions, may be addressed to the following:

VIEWASIA PO Box 26806, Kirkcaldy Fife KY2 6ZX, United Kingdom

F. **SUBSCRIBER CONTACT DETAILS**

For the purposes of this Subscription Contract, the address of the Subscribers shall be the address registered with MSM ("**Subscriber Address**").

G. **INTERPRETATION**

For purposes of these Terms and Conditions forming part of the Subscription Contract, the Subscribers are referred to as "**You**".

2. DEFINITIONS

The Following terms as used in the Terms and Conditions shall have the following meaning as assigned to them hereunder:

- a) "**Cooling Off Period**": The period of seven (7) working days commencing from the Commencement Date (defined below) within which you are entitled to cancel the Subscription Contract as per relevant laws of the United Kingdom. For details, please see Clause 16 below.

- b) “**Digibox**”: an authorised satellite decoder compatible with the digital conditional access (encryption) system used for the encryption of the channels of the Bouquet.

- c) “**Minimum Term**”: the period of thirty (30) days commencing from the Commencement Date (defined below).

- d) “**Pre-Requisites**”: Items you must ensure you have in proper working condition before subscribing to the Service. You will need a properly installed Digibox and satellite dish to receive our broadcast signals. You will not be able to use the Service if you do not have these items.

- e) “**Subscription Fees**”: The price required to be paid by you in advance under the Subscription Contract to avail the Service by way of a Bouquet Subscription and/or A La Carte Subscription. The Subscription Fees may change from time to time. Please refer to Clause No 4 for details.

- f) “**Service**”: the receipt of satellite broadcast signals of the Channels as part of the Bouquet Subscription and/or A La Carte Subscription using the Viewing Card sent to you by MSM under the Subscription Contract.

- g) “**Service Provider**”: MSM’s nominated service provider, currently Sky Subscriber Services Limited.

- h) “**Subscription Payment**”: the payment of the Subscription Fees” which you must pay MSM to provide the Service under the Subscription Contract.

- i) “**Viewing Card**”: the card you need which will allow you to receive the Service when used with a Digibox. You are only entitled to one Viewing Card under the Subscription Contract.

3. COMMENCEMENT OF SUBSCRIPTION CONTRACT

The Contract shall commence on the day (“**Commencement Date**”) you have passed your credit card details, direct debit details or other payment details to the Call Centre (and to the

satisfaction and verification, if any required, by the Call Centre of the payment details provided by you) for the payment of the Subscription Fees.

4. PRICES

(a) The Subscribers who sign up for the Service for first time will be required to pay one off connection fee of £12. For purposes of clarity, the connection fee shall not be payable by the Subscribers when they renew their Subscription Contract.

(b) The Subscription Fees on which you avail the Bouquet Subscription and/or A La Carte Subscription shall remain unchanged during the Minimum Period of the Subscription Contract.

(c) MSM may change the Subscription Fee at any time in its sole discretion; provided however the Subscription Fee shall remain unchanged for the whole of the Minimum Term for the Subscribers who have subscribed to the Bouquet Subscription and/or the A La Carte Subscription. For purposes of clarity, the Subscription Fee may change when the Subscribers wish to renew the Service after the expiry of the Minimum Period.

(d) Upon your request, if MSM adds additional/new Channels to your Bouquet Subscription or make them available as A La Carte Subscription ("**Additional Services**"), your Subscription Fees shall stand revised from the date you may purchase the Additional Services to reflect (by adding if applicable) the Subscription Fees of the Additional Services that you have availed at the prices quoted to you at the time of your purchase. Such revised Subscription Fees shall remain valid only for the remaining duration of the Minimum Term of the Subscription Contract.

(e) Upon your request, MSM shall cancel any existing Bouquet Subscription or A La Carte Subscription provided however that no cancellation shall be put into effect by MSM within a period of thirty (30) days from the Commencement Date (or any renewal thereof) of each such Service requested by you to be cancelled. For purposes of clarity, MSM shall not refund the Subscription Fees of the Service(s) to be cancelled for the Minimum Term, which is the period of thirty (30) days from the Commencement Date (or any renewals thereof).

(f) Where required by law or if any regulatory authority requests or requires a change to any aspect of MSM's Subscription Fees MSM shall be entitled to change the Subscription Fees from the date of enactment of law or enforcement of the regulations, as applicable.

(g) Where MSM introduces new channels to be distributed under the brand name of View Asia ("**New Channels**"), you may subscribe to the New Channels (a) on an a la carte basis immediately by paying the Subscription Fees as may be quoted to you at the time of the purchase, or (b) as part of the Bouquet Subscription at the time of the renewal of your subscription after paying the revised Subscription Fee which may be applicable for the Bouquet Subscription with New Channels.

(h) MSM may discontinue any existing Bouquet and accordingly, you will not be able to renew the subscription to the Bouquet that you had availed.

(i) Subject to Clause 6 (d) below, MSM in its sole discretion may drop the number of Channels from any existing Bouquet Subscription or make any channel non-available for A La Carte Subscription.

5. PAYMENTS

(a) Payment of the Subscription Fees must be made in advance on a monthly basis for the Minimum Term either by direct debit, by credit card or other agreed upon methods as intimated to you by the Call Centre at the time of buying the subscription to the Service. Once you have chosen your payment method, MSM will deduct payments for your Service in advance from the date MSM have sent you the Viewing Card. MSM may from time to time assess your credit worthiness using credit scoring and MSM may use information from and supply information to outside agencies for this. MSM will apply industry acceptable practices for administering your account based on the result of that scoring.

(b) If during the subsistence of the Agreement, MSM offers other services, MSM will allow you to change your Service option but may charge a reasonable administration fee. If you change your option, you must remain with and pay for that option for at least one month (but subject to the Minimum Term).

(c) You must allow us to alter your direct debit or credit card instructions if the Subscription Fees of your subscription changes for any reason.

(d) If at any time during your subscription, you cancel your direct debit, charge back the payment you had made on your credit card or withhold payment in any manner, your account and Service will automatically be suspended on the first day of such cancellation or charge back. Within five (5) days of your account and Service being so suspended, whichever is earlier, MSM may without prejudice to our legal remedies in the matter, terminate your account and Service and in this regard the provisions specified in either Clause 13 or Clause 16 or both shall apply. Any failure on our part to suspend your account and/or the Service shall not amount to any waiver of our rights mentioned under the law, equity or the Subscription Contract.

6. CHANNELS AND PROGRAMMING

(a) MSM can replace or withdraw advertised programmes. MSM can change or reduce the number of hours of the programming of the Channels comprising of the Bouquet; provided that if MSM reduce the number of hours by more than ten (10) hours for all the Channels in aggregate from the date of your Subscription Contract or the latest renewal thereof, whichever is later, you will have the right to terminate your subscription and this Subscription Contract.

(b) MSM may unencrypt any channel of the Bouquet for reasonable promotional periods during the subsistence of the Subscription Contract.

(c) MSM may offer you additional channels that may become available or are available but not subscribed by you, as a package or stand alone (a la carte) basis. If so, you will be given

the option to change your Service to include the new channel(s) at the offered prices intimated to you.

(d) MSM can withdraw any existing channel(s) from the Bouquet in its sole discretion at any time during the subsistence of the Subscription Contract. At the time of buying the subscription to the Service, the customer care executive at the Call Centre may inform you that the subscription to certain Channels may not be available for the entire duration of the month in which you seek to purchase the subscription of certain Channels forming part of the Bouquet Subscription or the A La Carte Subscription (“***Possible Channel Exclusion***”). In the event Possible Channel Exclusion is advised to you, MSM may not reduce the Subscription Fees at the time of offering such Channels as part of the Bouquet Subscription and/or A La Carte Subscription. In spite of being advised for Possible Channel Exclusion, should you wish to purchase in your sole discretion the Bouquet Subscription and/or the A La Carte Subscription which subsumes the possibility of Possible Channel Exclusion, you understand that you hereby waive off your right to claim pro rata refund of the Subscription Fees for the period in which the Channel(s) comprising of Possible Channel Exclusion are not made available to you when excluded by MSM during the subsistence of the Subscription Contract.

7. YOUR VIEWING CARD

(a) Your Viewing Card acts as a key so that you can unlock (unencrypt) the signals of the Service. However, possession of the Viewing Card does not mean that you have a right to receive the Service. The viewing Card is activated after it is sent to you.

(b) MSM or its nominee continues to own the Viewing Card after it is sent to you and if MSM asks you to, you must return it after the Subscription Contract comes to an end or if the Viewing Card supplier requires you to return it when it sends you a replacement.

(c) Only you may use the Viewing Card which is sent to you. You can only use it at your Address with the Digibox in which it is first used to receive the Service and you must only use it for private residential viewing purposes. You must not use it in a hotel, motel, pub or other licensed premises or in any club or similar place. (See also Clause No 11).

(d) If you give your Viewing Card to anyone else, MSM or the Viewing Card supplier can invalidate it.

(e) You must not tamper with the Viewing Card or use it for anything MSM does not authorise under the Subscription Contract.

(f) In order to continue to receive the Service without interruption, your Viewing Card must be kept in your Digibox at all times and you will need to keep the Digibox connected to a main power supply and suitable satellite dish and in a standby mode while not in use. You must allow us or our Service Provider to update the software in your Digibox by sending additional signals via satellite to your Digibox. The software in your Digibox remains our property or the property of our Service Provider.

(g) MSM or MSM's Service Provider shall be entitled to disclose your name, address and the services you receive via the Viewing Card as part of the proper administration of the digital satellite system.

8. VALIDITY OF THE VIEWING CARD

(a) For security reasons, your Viewing Card will be replaced from time to time. MSM will try to send you a new Viewing Card before the old one becomes invalid. MSMMSM will advertise when the Viewing Cards are to be replaced.

(b) MSM may invalidate the Viewing Card if it is necessary to protect the security of the conditional access system of the Service or if MSM believes you are using the Viewing Card in ways which MSM has not authorised or where it is otherwise reasonable for MSM to do so.

(c) If you have missed any Subscription Payment you owe to us, MSM can suspend the Service without giving you notice by invalidating your Viewing Card. In the event, the Subscription Payment continues to be unpaid for a period of seven (7) days; MSM shall have the right to terminate the Contract without giving you any notice.

9. LOST, STOLEN OR MALFUNCTIONING VIEWING CARDS

(a) If your Viewing Card is lost, stolen or damaged, you must tell MSM immediately, either by calling the Call Centre or by writing to MSM at the address specified above. MSM may charge you the cost of replacing your Viewing Card if it is lost, stolen or damaged.

(b) If your Viewing Card does not work, you must inform us either by calling the Call Centre or by writing to MSM at the address specified above. If you return it, MSM will replace it free of charge provided it had a manufacturing or other defect when it was supplied to you. If the Viewing Card is faulty or damaged in any other way or you do not return the faulty Viewing Card, MSM can charge you for the cost of replacing it. MSM will make invalid any Viewing Card that you tell us does not work and is replaced.

10. LIABILITY

Except in relation to our liability for death or personal injury due to our negligence, MSM and its affiliate companies, its officers, directors and employees will not be liable for:

(a) Any fault in a Digibox or other receiving equipment you use.

(b) Any fault in your Viewing Card caused by you tampering with it, your negligence or failure to follow our instructions or the instructions of the conditional access provider.

(c) Use of a Viewing Card with any decoding apparatus MSM does not authorise.

(d) The termination of this Subscription Contract in accordance with Clause 13;

(e) MSM's failure to provide the Service caused by events outside our reasonable control including, without any limitation, satellite transmission failure, terrorist attack, riot, civil commotion, strike, lock out, and acts of God including, without limitation, fire, earthquake, and floods;

(f) Non-availability of the Channels forming part of the Possible Channel Exclusion during any period of the Subscription Contract;

(g) Any loss or damage caused by MSM or our employees or agents in circumstances where:

- i. there is no breach of a legal duty of care owed by us or by any of our employees or agents;
- ii. such loss or damage is not a reasonably foreseeable result of any such breach; or
- iii. any increase in loss or damage results from breach by you of any term of this Contract.

11. COPYING AND COPYRIGHT

(a) You must not do any of the following:

- i. copy except as allowed under section 34 (showing in schools) and section 70 (time shifting for private and domestic use) of the Copyright and Designs and Patents Act 1988, redistribute or relay the channels of the Bouquet. The exceptions in these sections are limited and you must make sure that you are legally entitled to rely on one of them; or
- ii. sell or make any charge for watching any Channel or any program of the Channel forming part of your Bouquet Subscription and/or the A La Carte Subscription; or
- iii. show any Channel forming part of your Bouquet Subscription and/or the A La Carte Subscription in public to an audience even if no charge is made.

(b) MSM may disable or alter remotely certain functions of your Digibox, so as to prevent you from copying the Channels forming part of your Bouquet Subscription and/or the A La Carte Subscription. MSM may prevent you from receiving the Service if your Digibox allows copying of television channels which MSM is contractually obliged to prevent.

12. CHANGING THE TERMS AND CONDITIONS

(a) MSM may amend the Terms and Conditions if, in MSM's reasonable opinion, this would be necessary in order to protect the security of the conditional access system or to meet any regulatory or other legal requirement imposed on MSM.

(b) MSM may change or add any other conditions in the Terms and Conditions if it is reasonable to do so; provided that the Terms and Conditions on which you buy the Bouquet Subscription or the A La Carte Subscription shall continue to apply on both you and MSM. At the time of renewal of your subscription, the Terms and Conditions may have undergone a change and hence MSM advises you to go through the Terms and Conditions before each time you renew your Subscription Contract.

13. TERMINATION

(a) You may terminate the Subscription Contract at any time during the Minimum Term by giving MSM seven (7) days' notice if MSM withdraws any existing Channel from the Service you have subscribed to, increase the price for the same level of Service, MSM violates any of the Terms and Conditions herein, or MSM reduces the number of hours by more than ten (10) hours pursuant to Clause 6(a) above. However in the event of such a right being exercised by you, MSM will not refund to you any monies you had paid towards your Subscription Fees prior to the date of termination.

(b) If you violate any of the Conditions (other than default of Subscription Payment for which Clause 8 (c) above shall apply) herein MSM may terminate the Contract during the Minimum Term by giving you seven (7) days' written notice. In such a case you shall be liable for the payment of the Subscription Fees for the remaining period of the Minimum Term and MSM will not refund to you any monies you had paid towards your Subscription Fees prior to the date of termination.

Once the Contract is terminated MSM will make your Viewing Card invalid and you will no longer be entitled to receive the Service.

The Clause 13 does not affect your Cooling Off Period Rights and your other statutory rights.

14. RIGHT TO TRANSFER THE CONTRACT

MSM may transfer its rights and/or obligations under the Subscription Contract to any company, firm, or person. However MSM may only do this if it does not affect your rights under the Contract.

You have no authority to transfer your rights or obligations under the Contract to anyone else.

15. NOTICES

If either you or MSM gives a notice that is required under the Subscription Contract, it must be in writing and must be sent to the respective addresses specified under this Subscription Contract.

16. COOLING OFF PERIOD

(a) You may terminate the Subscription Contract any time during the Cooling Off Period by notifying us in writing or by calling the Call Centre. Any termination during the Cooling Off Period does not attract a penalty and MSM shall refund all monies deducted from your account during the Cooling Off Period.

(b) Save and except for Clause 16 (a) above, Clause 13 shall apply in all cases of termination by either party during the Minimum Term.

Once the Contract is terminated MSM will make your Viewing Card invalid and you will no longer be entitled to receive the Service

17. LAW AND GEOGRAPHICAL LIMITS

(a) This Contract is governed by the laws of England and Wales and the courts in England shall have the exclusive jurisdiction to try any disputes arising hereof.

(b) This Contract only applies if you live in the United Kingdom.