

DISTRIBUTOR TERMS AND CONDITIONS

1. PURCHASE TERMS

- 1.1 Only Distributors who have a valid and subsisting Distributor Agreement with MCS are allowed to purchase the vouchers and/or Access Codes from us.
- 1.2 The Distributor may purchase the Access Codes:
 - (a) directly from <https://cmeportal.connectme.my>; and/ or
 - (b) submit its request to purchase the Access Code by indicating the type of Access Codes package and the quantity thereof by submitting a purchase order ("**Purchase Order**") to MCS.
- 1.3 All Distributors who have a valid and subsisting Distributor Agreement with MCS will be assigned with an username and password by MCS to access the portal referred to under Clause 1.2(a).
- 1.4 We will, upon receipt of the request stated in Clause 1.2(b) above, promptly issue an invoice ("**Invoice**") to the Distributor, and upon receipt of full payment from the Distributor, we shall deliver the Access Codes to the Distributor in the manner stated hereunder.

2. PRICING

- 2.1 Notwithstanding anything to the contrary contained under this terms and conditions and/or the Distributor Agreement, we may at our sole discretion, with written notice to the Distributor revise the pricing of the Access Code.
- 2.2 Without prejudice to any other rights or remedy which we may have, we shall be entitled to deduct from or set-off any monies due to MCS against any monies due to the Distributor, under the Distributor Agreement or any other agreement which the Distributor has with MCS or any of Group entity.
- 2.3 Each Party shall bear its own taxes under the Distributor Agreement.

3. DELIVERY OF ACCESS CODE

- 3.1 In the event the Distributor purchases the Access Codes in accordance with Clause 1.2(a), the Access Code will be auto generated to the Distributor via an encrypted file containing the passcodes and the password to access the passcodes upon successful payment, within the same day the purchase is made (provided there are no system errors or downtime). The security password to open the encrypted file will be sent in a separate email upon creation of the Distributor's account.
- 3.2 In the event that the Distributor purchases the Access Code in accordance with Clause 1.2(b) above, the Access Code will be delivered to the Distributor via an encrypted file containing the passcodes by email. The security password to open the protected sheet will be sent in a separate email.
- 3.3 The Distributor shall activate the Access Codes within three (3) months from the date of its receipt of the encrypted file and the password to open it. The Access Code with:
 - (a) less than 5GB shall be valid for a period of thirty (30) days upon activation; and
 - (b) 5GB or more shall be valid for a period of sixty (60) days upon activation.
- 3.4 All unused data after the aforementioned period will be forfeited and no refund shall be given to the Distributor for unutilized Access Codes and/or failure to activate the Access Code within the period stated in Clause 3.3.

- 3.5 The risk and ownership of the Access Codes shall pass from us to the Distributor upon delivery of the Access Code and/or the protected sheet which contain the Access Code.
- 3.6 There will only be one (1) protected sheet issued for each Purchase Order if the Distributor purchases the Access Code in accordance with Clause 1.2(b) above. Each Access Code shall be used by one (1) user only and sharing the Access Code with third party is not permissible.
- 3.7 We shall not be responsible for any lost or misplaced Access Code and/or the protected sheet, and we will not re-issue a new Access Code and/or the protected sheet for any such lost or misplacement. Notwithstanding the foregoing, the Distributor shall inform us immediately upon it being aware of such lost/ misplacement and we may, at our sole discretion, check our system if the relevant Access Codes has been activated or remains dormant. If the Access Codes:
- (a) have not been activated, we may cancel such Access Codes and re-issue new Access Codes and the Distributor shall bear any additional cost if so incurred;
 - (b) if the Access Codes have been activated, we will proceed to terminate the Access Codes at the request of the Distributor.
- 3.7 All vouchers and/or Access Codes purchased by the Distributors are also neither returnable or exchangeable.

4. INCONSISTENCY

- 4.1 This Terms and Conditions shall be read together with the Distributor Agreement which shall continue to apply to the Distributor and in the event of any inconsistency between the terms of the Distributor Agreement and this Terms and Conditions, the terms of the Distributor Agreement shall prevail.

5. DEFINITIONS & INTERPRETATIONS

- 5.1 All references to “us”, “we”, “MCS” or “our” means MEASAT Communication Systems Sdn. Bhd.
- 5.2 All reference to “you” or “your” means the Distributor who has entered into a Distributor Agreement with MCS.
- 5.3 Save as otherwise stated, all capitalised terms used in this Terms and Conditions shall bear the same meaning as defined under the Distributor Agreement entered into by the Distributor with MCS.