

## **Terms and Conditions for Print and Online Advertisement Booking (“Terms and Conditions”)**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING ANY BOOKING WITH STARPROPERTY SDN BHD [COMPANY NO.: 200501026236 (708369-V)] (“STARPROPERTY”) AS THEY CONTAIN BINDING LEGAL TERMS AND OBLIGATIONS INCLUDING LIMITATIONS OR EXCLUSION OF STARPROPERTY’S LIABILITY. BY PLACING THE BOOKING, YOU ARE DEEMED TO HAVE FULLY READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.**

1. The Terms and Conditions together with the Inventory Order shall embody the entire agreement of the parties in relation to the booking of the advertisement(s) and supersedes all prior understandings, communications and representations between the parties, whether oral or written.
2. In the event of conflict between the Terms and Conditions and the Inventory Order, these Terms and Conditions shall prevail.
3. Quotation provided in the Inventory Order is only valid for thirty (30) days from the date of issuance.
4. Inventory Order is a binding agreement and cannot be cancelled. 100% surcharge shall apply in the event of cancellation.
5. Booking will only be processed upon successful payment in full. If a payment is not successful or not in full, StarProperty will not process your booking and will not allocate advertising space to you unless payment has been fully settled.
6. Any amount payable or other considerations to be provided under the Inventory Order shall be subjected to service tax and / or any other government taxes / duties under the Malaysia’s legislation.
7. All payments shall be made in Ringgit Malaysia (RM).
8. StarProperty shall not be held liable for any additional interest and/or fee charged by any bank/financial institution/payment gateway service provider for any transaction/administrative fee. Please check with your bank/financial institution/payment gateway service provider for details.
9. A certificate signed by an officer of StarProperty shall be conclusive evidence as to any amount due and owing under or in respect of your booking (save for demonstrable error).
10. The booking shall be subjected to the availability of advertising space of [www.starproperty.my](http://www.starproperty.my), [www.ibilik.my](http://www.ibilik.my) and “StarProperty Pullout” respectively. In the event the advertising spaces are not available, StarProperty will exercise its discretion to designate the next available space.
11. Any request to change the date of publication must be made in writing with a proposed date of publication and the same shall be delivered to StarProperty at least: (i) three (3) working days (for online advertisement); and (ii) twelve (12) working days (for print advertisement) prior to the publication date. StarProperty reserves the absolute right whether to accept or reject your request and in the event your request is rejected by StarProperty, StarProperty will exercise its discretion to designate the next available advertising space.
12. Advertising material shall be submitted to StarProperty at least five (5) workings days prior to the publication date.
13. Advertising material shall be labelled and marked clearly with your name.

14. You acknowledge and agree that advertising material submitted to StarProperty herein shall comply with the specification requirements as set out in StarProperty's Rate Card, a copy which is available in <https://advertising.thestar.com.my/>.
- 14A. In addition, you shall ensure that all advertising materials: -
  - (a) comply with relevant laws, rules, regulations, guidelines, codes and practices in Malaysia, including but not limited to the Communications and Multimedia Act 1998 and the Content Code issued by the Communications and Multimedia Content Forum.
  - (b) do not infringe upon or violate the privacy rights, intellectual property rights, patent rights, copy rights of any third party.
  - (c) will not be libellous and defamatory in nature.
15. Advertising material that requires permit, consent, approval and/or license from the relevant governmental authority prior to publication shall be accompanied by such permit, consent, approval and/or license, failing which StarProperty reserves the right to reject the advertising material and this will cause your advertisement not to be published.
16. You hereby expressly and unconditionally represent and warrant to StarProperty that you have the absolute right to grant to StarProperty the license and right to publish the advertising material.
17. You shall indemnify and hold StarProperty, its holding company (Star Media Group Berhad) and/or affiliates, officers, directors, employees, contractors, agents and/or assignees (collectively "**Indemnified Parties**") harmless from and against any and all claims, including and without limitation to:-
  - (a) any and all claims, demands, costs, expenses, losses, liabilities or damages (including legal fees on a solicitor and client basis) arising from or in connection with publication of your advertisement;
  - (b) any claim brought by a third party against the Indemnified Parties for libel, slander, plagiarism, invasion of privacy or infringement of intellectual property right, copyright, trademark, patent or other contractual or proprietary right arising from the advertising material provided by you; and
  - (c) any fine, penalty or consequences arising from the breach of any laws or regulations, including but not limited to Communications and Multimedia Act 1998 of Malaysia, Malaysian Code of Advertising Practices and the Content Code.
18. StarProperty shall have the sole and absolute discretion to reject your booking, without liability, if any one of the following events occur: (a) you breach any of the Terms and Conditions; (b) the advertising material fails to comply with the requirements/terms as set out herein above or any other instructions given by StarProperty; (c) it is in StarProperty's opinion that the advertisement is or may be in violation of any acts, statutes or laws, public or social policies, rules and/or regulations, and/or order instructions, notices, and/or directives imposed/issued by the appropriate authority; (d) it is in StarProperty's sole opinion that the advertisement/advertising material is or may breach the intellectual property rights or alleged rights of a third party; (e) the publication of the advertisement may result in or potentially result in any claim, charge, investigation, action, suit or proceeding (whether civil or criminal) asserted or instituted by a third party or governmental authority; (f) technical failure; (g) testing, repair, adjustment, maintenance, reconfiguration of any component or equipment of [www.starproperty.my](http://www.starproperty.my) and/or [www.ibilik.my](http://www.ibilik.my); (h) the advertising material contains abusive, defamatory or discriminatory material or the content thereof incites unrest/hatred; (i) Internet failure which disrupts

- [www.starproperty.my](http://www.starproperty.my) and/or [www.ibilik.my](http://www.ibilik.my); (j) suspension from the governing authority on the use/operation of [www.starproperty.my](http://www.starproperty.my), [www.ibilik.my](http://www.ibilik.my) and/or "StarProperty Pullout"; and/or (k) any other reason as StarProperty deems fit.
19. StarProperty reserves the right to destroy/purge all advertising materials provided by you which have been in StarProperty's custody if not collected for a period of three (3) months from the last publication date without further reference to you.
  20. If there is no report in writing received by StarProperty within twenty four (24) hours from the date of publication of your advertisement on any discrepancy in the advertisement, the advertisement shall be deemed correct. StarProperty reserves absolute right to publish a corrective advertisement, and you shall have no claims against StarProperty howsoever or whatsoever arising from the original advertisements and/or corrective advertisements.
  21. Save as expressly provided in these Terms and Conditions, StarProperty does not grant you any licence to use the trademarks/tradenames/logos of StarProperty in any form of activity. You understand and agree that monetary damages will not be sufficient to compensate for the unauthorized use of the trademarks/tradenames/logos and that injunctive relief would be appropriate to prevent any actual or threatened use of any of the trademarks/tradenames/logos and you shall bear all losses and legal costs suffered by StarProperty pertaining thereto.
  22. Advertising services are provided to you on an "as is" and "as available" basis without warranties of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement.
  23. In the event that StarProperty fails to publish your advertisement in accordance with the details set out in the Inventory Order, the sole liability of StarProperty shall be limited to, at StarProperty's sole discretion: (a) a refund of the payment in respect of the affected Inventory Order; or (b) replacement of advertising space offered by StarProperty of equivalent value. Notwithstanding anything stated to the contrary herein, StarProperty's maximum liability herein shall not, for any reason, exceed the aggregate payments actually made by you to StarProperty in respect of the Inventory Order in question.
  24. In the event that StarProperty fails to publish the advertisement in accordance with the Inventory Order owing to a fault or delay caused directly or indirectly by you, StarProperty shall not be held responsible or liable for such failure and any damages caused as a result.
  25. In no event shall StarProperty be held responsible for any consequential damages, loss of profits or any other form of damages arising from any failure to publish the advertisement.
  26. StarProperty shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, Internet and/or electrical outages, computer viruses, acts of God, riot, explosion, strikes whether legal or illegal, shortages, war, acts of terrorism or any other condition beyond the reasonable control of StarProperty.
  27. You shall not assign, transfer or novate the Inventory Order, whether in whole or in part, to any third party without the prior written consent of StarProperty.
  28. You hereby acknowledge that you have been given and have had the opportunity to seek advice from independent legal counsel in relation to all matters set out herein and confirm that any failure on your part to appoint, or elect not to appoint legal counsel shall not be raised as a defense in any dispute.

29. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and you hereby irrevocably agree to submit to the exclusive jurisdiction of the courts in Malaysia.
30. Nothing herein contained shall be construed as establishing or creating a partnership or a relationship of master and servant between the parties hereto and none of them shall have any authority to bind the other in any way nor shall it be construed to constitute one party the agent of the other party hereto.
31. If any provision herein is, or may become, under any written law, or is found by any court or administrative body of competent jurisdiction to be illegal, void or invalid, then, such provision shall be fully severable and the remaining provisions shall remain in full force and effective and shall not be effected by the illegal, void or invalid provision or by its severance.
32. StarProperty reserves the right to amend the Terms and Conditions herein any time without prior notice and the amended terms will be uploaded on <https://www.starproperty.my/>. You are encouraged to visit <https://www.starproperty.my/> from time to time to view any amendments and/or changes to the Terms and Conditions. StarProperty will so far as reasonably practicable give you prior notice before effecting any change save where no notice is possible. Once you have received notice of any change in the Terms and Conditions, StarProperty will treat your subsequent booking of advertisement(s) as acceptance of the change.

Last updated 12.11.2019