

# Subscription For Service



**Data Systems Sdn Bhd** (247651-H)

Unit 1-12, Level 8 & 9, Tower A, Vertical  
Business  
Suite, Avenue 3, Bangsar South, No 8 Jalan  
Kerinci,  
59200 Kuala Lumpur.  
Tel: 603-2722 8800 Fax: 603-2722 8838  
[www.ctos.com.my](http://www.ctos.com.my)

## Subscription For CTOS Credit Reporting Agency Service

### 1. Parties To This Agreement

This Agreement is made between **CTOS Data Systems Sdn Bhd (247651-H)**, a credit reporting agency, (hereinafter referred to as “CTOS”), incorporated under the Companies Act 1965 and having a business address at Unit 1-12, Level 9, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No 8 Jalan Kerinchi, 59200 Kuala Lumpur. And the **Subscriber**, whose particulars are as stated below, where CTOS will provide credit reporting services ("Services") to the Subscriber.

### Subscriber Particulars

Constitution : (Please tick)	<input checked="" type="checkbox"/> Company      ? Business      ? Society      ? An Individual      ? Statutory Body ? Co-operative      ? Management Corporation or Joint Management Board      ? Foreign Entities ? Others, Please Specify	
Name :	Cliniq Network Solutions Sdn Bhd	
Registration Number:	123456	
Address:	A-2-7, Plaza Dwtasik, Bandar Sri Permaisuri,	
Postal Code/Area:	56000	Kuala Lumpur
State - Country:	Wilayah Persekutuan-Malaysia	
Nature of Business:	Clinic	
Telephone:	<a href="tel:0123340606">0123340606</a>	
Fax:		
Email:	martin@cliniq.asia	
Declaration on CRA Act (2nd Schedule – Credit Providers )	? I/We hereby to declare and confirm that I/we are a credit provider as listed under the 2nd Schedule of the Credit Reporting Agency (CRA) Act (as appearing in Appendix A herein).  ? I/We hereby to declare and confirm that I/we are <u>NOT</u> a credit provider as listed under the 2nd Schedule of the Credit Reporting Agency (CRA) Act (as appearing in Appendix A herein).	

☒ I/We understand and agree to the terms and conditions to this agreement.

☒ I/We, the above named (hereinafter referred to as the Subscriber) am/are agreeable to the terms and conditions of use of the electronic trade reference service provided by CTOS Data Systems Sdn Bhd.

\_\_\_\_\_  
**Name: Martin Chew**  
**NRIC: 690510-10-5330**  
**Position: Director**  
**Affix Company Chop**

\_\_\_\_\_  
**Name: Martin Chew**  
**NRIC: 690510-10-5330**  
**Position: Director**  
**Affix Company Chop**

For and on behalf of

**CTOS Data Systems Sdn Bhd (247651-H)**

This is an electronically signed legal document. No signature is required.

## 2. Purposes of Usage

The Subscriber hereby warrants it shall use the Services for legitimate purposes only and have a legitimate interest to do so. Specifically, the Subscriber warrants it shall only use the Services for any one or more of the following stated purposes:

- a) Pre-screening a prospective client/customer /supplier / contractor
- b) Opening of account
- c) Credit evaluation, review and monitoring and debt recovery processes
- d) Guarantor evaluation, review and monitoring and debt recovery processes
- e) Employment evaluation, review and monitoring and debt recovery processes
- f) Property tenant evaluation, review and monitoring and debt recovery processes
- g) Legal documentation consequent to a contract or facility granted

The Subscriber further warrants it will only use the Services provided by CTOS if at the material time of usage, it has a legitimate interests vis-a-vis the above stated purposes to do so and hereby agrees and undertakes to use the service and/or any credit reports obtained through the service herein for internal business use only and shall not distribute (with or without any charge whatsoever), disseminate, sell, license the said services or credit reports to any third parties without the prior written authorization of CTOS.

## 3. Use of Services

- 3.1 The Subscriber hereby accepts and agrees to the terms and conditions in this Agreement.
- 3.2 CTOS shall provide the Subscriber with its report on the subject of enquiry (hereinafter referred to as "Subject") made by the Subscriber based on information it has collated, procured or processed from various sources including but not limited to information in the public domain, its Subscribers, and any selected Content & Information Providers (hereinafter referred to as "CIP") who maybe individuals or businesses, corporations, statutory bodies, etc. Where applicable, the Subscriber may opt to use CTOS Connex facility and services, in accordance with the CTOS Connex facility terms of use as set out in Schedule A hereto. Notwithstanding the foregoing, the Subscriber hereby agrees and understands clauses 2,3,4,5,6,8, 12, 13 and 16 of this Agreement shall govern the Subscriber's use of the CTOS Connex facility at all times.
- 3.3 CTOS reserves the absolute right to change, add or remove any CIP it chooses to provide content and information to work with at any time to facilitate Services rendered to the Subscriber without prior consent of the Subscriber.
- 3.4 CTOS shall provide the Subscriber with its report through a licensed software solution and platform provided by CTOS Business Systems Sdn Bhd (hereinafter referred to as "CBS"), which allows the Subscriber to connect to CTOS in order to retrieve the said reports from CTOS. The Subscriber undertakes to make all its requests via software and application/s approved by CTOS. Currently, approved software are the (i) CTOS Credit Manager 2.0 (hereinafter referred to as "CM 2.0") or the (ii) CTOSNet 2.0 application software developed by CBS under its Business Intelligence Decision Support System (BIDS) framework and licensed to CTOS. The Subscriber shall only use the abovementioned software and CTOS shall only deliver reports through the same application to the Subscriber.
- 3.5 The Subscriber hereby agrees:
  - (a) CTOS shall not be liable for any mistakes, acts or omissions, negligence of any CIP; and
  - (b) Accept any limitation or exclusion of liability clauses inherent in the services provided by the CIP.
- 3.6 CTOS shall be compliant to the provisions of the Credit Reporting Agencies Act 2010 (hereinafter referred to as "CRA Act") with regards to the information to be disclosed and procedural requirements under the CRA Act.
- 3.7 CTOS shall not disclose the Subject's credit report unless the Subscriber has procured the Subject's consent to CTOS to do so.  
The failure of the Subject to provide such consent to CTOS shall not be deemed by the Subscriber to be an event of default, non- performance or breach of this Agreement on the part of CTOS.
- 3.8 The Subscriber shall procure the consent of the Subject (i) by instructing and directing the Subject to provide its consent to CTOS or other relevant person to whom such consent is to be provided, or (ii) by procuring such consent of the Subject in favour of CTOS or other relevant person and then delivering such consent to CTOS or the relevant person.
- 3.9 Notwithstanding the Subject's consent being given and received by CTOS, the Subscriber hereby agrees that CTOS still reserves the right to withhold or not provide any report requested by the Subscriber without giving any reason/s.
- 3.10 In any event, where CTOS is unable, cannot or prohibited from giving a CTOS Enquiry Report requested, the Subscriber shall not be charged in respect of that request made.
- 3.11 CTOS shall provide a unique XML USER-ID to enable the Subscriber access to CTOS's services via the approved applications mentioned in 3.4 above.
- 3.12 The Subscriber is responsible for the control of the USER-IDs. The Subscriber hereby agrees and warrants the USER-ID are distributed for the employees of the Subscriber and/or its authorized representatives only and under no circumstances it shall distributed for agent, holding, subsidiary or associated company's employees or any third party. The Subscriber shall also inform CTOS of any cancellation of any user-names created.
- 3.13 Access to CTOS shall terminate automatically in the event:
  - (a) this Agreement is terminated by either party for whatever reason; or
  - (b) the Subscriber's use of the approved applications mentioned in 3.4 above is terminated for whatever reason; or
  - (c) CBS is no longer an approved business partner of CTOS or where the CBS software no longer meets the standards and/or requirements of CTOS. In such instance, CTOS shall give the Subscriber written notice. Accordingly, all user-IDs issued shall not be useable upon any of the above events.
- 3.14 Where Short Messaging Service (hereinafter referred to as "MSS") Facility is used via the CM 2.0, the Subscriber or its authorized users shall not send any unlawful, obscene, abusive, defamatory, harassing or threatening messages. Spamming (unsolicited marketing) is also not permitted. The Subscriber hereby indemnifies CTOS and CBS against any losses suffered in the event of non-compliance.

## 4. Service Integrity

- 4.1 The Services, when provided, will conform to CTOS's then, current and applicable services description as set out in this Agreement. The Services may not be uninterrupted or error free. CTOS shall have the sole and absolute right without any compensation or notice to the Subscriber to suspend temporarily or permanently or disallow access or use of the Services.
- 4.2 CTOS shall always be given the opportunity to correct any deficiency in the Services when in breach of its obligations under the Agreement. The Subscriber shall permit CTOS to take all appropriate measures to restore the Services. In addition, CTOS may, at its option and discretion substitute or add to the Services and take such other measures as may be necessary, in each case, to correct a service deficiency.
- 4.3 Where the Service involves third party channels for delivery of the Service, CTOS shall not be liable for any delays or non-delivery of the Service caused by these third party channels including that provided by CBS. These include the telecommunication providers as well as any Internet Service Providers or any other third party.

## 5. Obligations of CTOS and Subscriber

### 5.1 The Subscriber hereby agrees to comply with the following:

- (a) Where CTOS collects credit information directly or indirectly from a Subject for disclosure to a Subscriber, CTOS shall inform the customer of the purposes for which the credit reporting agency is collecting the credit information and the purposes for which the credit information will be further processed.
- (a) CTOS shall not disclose credit information to the Subscriber without taking such steps as are, in the circumstances, reasonable to ensure that the credit information is accurate, up-to-date, complete, relevant and not misleading. Vice versa, Subscriber shall not disclose credit information to CTOS without taking such steps as are, in the circumstances, reasonable to ensure that the credit information is accurate, up-to-date, complete, relevant and not misleading.
- (b) CTOS shall as soon as reasonably practicable, update any credit information previously disclosed to the Subscriber and ensure that the credit information remains accurate, up-to-date, complete, relevant, and not misleading. Vice versa, the Subscriber shall also as soon as reasonably practicable, update any credit information previously disclosed to CTOS and ensure that the credit information remains accurate, up-to-date, complete, relevant, and not misleading.
- (c) The Subscriber undertakes that it shall take all necessary steps to maintain the utmost security and confidentiality of credit information obtained or communicated, documents prepared and records kept, whether obtained from CTOS or otherwise, and any other matter undertaken in connection with this Agreement, whether before the effective date of the Agreement, during the period of the Agreement or after the expiry or termination of this Agreement.
- (d) The Subscriber undertakes that it shall take such steps that are necessary to ensure that its employees, agents or any other person that may have access to the confidential credit information do not disclose or use the same other than in accordance with the Agreement.
- (e) The Subscriber shall promptly cooperate with CTOS in its efforts to investigate and resolve complaints and correction requests of credit information.
- (g) The Subscriber shall in order to safeguard the credit information held by it against unauthorized or improper access, use, modification or disclosure take appropriate measures, including the following:
  - (i) To develop written policies and procedures to be followed by its employees, agents and contractors;
    - (ii) To establish controls, including:
      - The use of passwords, credential tokens, digital signatures or other mechanisms; and
      - User identification;
    - (iii) To provide information and training to ensure compliance with the policies, procedures and controls;
    - (iv) To monitor usage and regularly check compliance with the policies, procedures and controls;
    - (v) To take appropriate action in relation to identified breaches of the policies, procedures and controls; and
    - (vi) To maintain logs of all accesses, amendments and audit trails to the credit information provided to it by the credit reporting agency.
- (h) The Subscriber shall be required to provide the copy of the consent to CTOS for the purpose of compliance audit.
- (i) The Subscriber hereby declares that it has the required consent forms, documentation in place to satisfy the periodic audit requirements by CTOS.

## 6. Disclaimer of Warranty

- 6.1 CTOS has made every effort to ensure the accuracy and correctness of the contents, information or data. CTOS does not in any way express or convey, implicitly or explicitly, any opinion or advice nor does CTOS warrant the timeliness, conclusiveness, truth, accuracy, completeness and correctness of the Services and/or of any information provided.
- 6.2 CTOS does not make any nor give any warranties or conditions or undertakings (expressed or implied) of any kind or the merchantability or suitability or fitness for any particular use or purpose. Any condition or warranty which may be implied or incorporated within this Agreement by reason or statute or common law or otherwise (including warranties as to merchantability, suitability, satisfactory quality and fitness for the purpose) is, to the extent permitted by law, hereby expressly excluded.
- 6.3 The Subscriber is required to make its own independent investigation and/or verification on the truthfulness, correctness or accuracy of the contents, information or data contained in the Services by checking with the relevant parties concerned including the Subject concerned. CTOS shall not be liable for any loss or damage suffered or incurred by the Subscriber as a result of the Subscriber relying on the Services.
- 6.4 Without prejudice to the foregoing, CTOS, its respective officers, employees, agents, suppliers, and licensors shall not be liable to the Subscriber for any cost, claim, liability, expense, demand or damages whatsoever (including any loss of profits, lost savings, direct, indirect, special, incidental or punitive losses or consequential damages) arising out of:
  - (a) the Subscriber's use or inability to use the Services or any part thereof;
  - (b) any error, omission or inaccuracy with respect to the Services rendered or provided;
  - (c) the inaccuracies, delays, omissions, non-deliveries of information caused by any human/mechanical/ electronic/ electrical fault, omission, breach of contract, negligence or otherwise.

## 7. Billing and Payment

- 7.1 All billings are by way of electronic billing (E-Billing) via the CM2.0 and the Subscriber hereby agrees to such electronic mode of billing and communication. All related documents including order forms, invoices, statements, debit and credit notes, receipts shall be made available to the Subscriber via the CM2.0 electronically.
- 7.2 The subscription charges, fees and pricing of various services and further terms and conditions are as set out in **Appendix B: Schedule Of Charges** or as advised and agreed by the parties.
- 7.3 All payments are due upon the invoices being uploaded to the system which can be retrieved, viewed and printed by the Subscriber.
- 7.4 The accepted mode of payment is set out in **Appendix C: Modes Of Payment** or as advised and agreed by the parties.

### Right of Dispute

- 7.5 Notwithstanding, that CTOS may have billed and collected the amount from the Subscriber via Direct Debit, cheque or cash payments, nothing in this Agreement shall preclude such the right of the Subscriber to dispute any transactions charged provided there are merits to do so.

### Late payment and event of default

- 7.6 Where the Subscriber fails to pay any charges or any part thereof on or after the 30 days of the invoice date, the Subscriber shall pay late charges at the rate of one point five per centum (1.5%) per month calculated on a daily basis commencing on the day immediately following the due date up to the date of full payment on any unpaid amounts.
- 7.7 In the event of a default in payment and CTOS commences recovery of the debt, the Subscriber hereby agrees that it shall bear all legal and associated costs incurred as a result of CTOS's efforts to recover the amounts owing commencing from the issuance of the legal letter of demand issued.

**Credit Limit**

7.8 CTOS may at its reasonable discretion effect a credit limit of RM1,500 on the subscriber's account upon activation.

7.9 The said credit limit may be revised as follows:

- (i) The Subscriber may pay CTOS a refundable deposit ("Deposit") more particularly stated in the form provided together with this Agreement. Upon termination or expiry of this Agreement, the Deposit shall be refundable to the Subscriber subject to deduction of any outstanding payments due by the Subscriber. Where there is a shortfall upon the deduction, the Subscriber shall immediately pay the same to CTOS upon receipt of an invoice and non-payment shall constitute a debt owing by the Subscriber which may be actionable under the terms herein; or
- (ii) CTOS may at its discretion revise the credit limit granted based on the Subscriber's CTOS Score.

**8. Terms and Termination & Suspension**

- 8.1 The Agreement shall be for a term of (twelve) 12 months effective from the date of this Agreement ("Initial Period"). Thereafter, it shall be automatically renewed unless terminated by either party by giving thirty (30) days' written notice to the other party.
- 8.2 Where Entry Package is subscribed, in the event this Agreement is terminated during the Initial Period, the Subscriber shall pay CTOS the monthly subscription fee and the Electronic Trade Reference ("eTR V2.0") facility fee for the remaining Initial Period from the date of termination. The eTR V2.0 facility fee chargeable shall be computed based on the average monthly fee incurred multiplied (X) by the remaining Initial Period from the date of termination. CTOS may terminate the provision of any of the Services offered by giving one (1) month's written notice or immediately when directed by the relevant authorities or in compliance to any new law or regulations issued by a Court of law or competent authority.
- 8.3 CTOS may withhold or suspend the Subscriber use of the service with prior written notice if:
  - (a) CTOS reasonably believes that the Subscriber is not complying with its obligations under this Agreement;
  - (b) The Subscriber fails to pay dues under this Agreement within fourteen (14) days of a written notice;
  - (c) The Subscriber's account has exceeded the given credit limit; or
  - (d) The Subscriber commits any act or omission that is detrimental to CTOS. For the avoidance of doubt, any indulgence of time or of any kind which CTOS grants the Subscriber shall not nullify or prejudice any rights of CTOS set out in this Agreement.
- 8.4 The Subscriber's account will be uplifted, and services will be restored upon CTOS' receipt of full payment or at CTOS' discretion where part payment is received.

**9. Terms And Conditions For CTOS Enhanced Database (CED)**

- 9.1 Where the Subscriber wishes to participate in the CTOS Enhanced Database (hereinafter referred to as "CED") program in which the Subscriber wants the legal actions it has taken to be listed in the CTOS Database, the Subscriber hereby agrees to the following terms and conditions set by CTOS:
  - (a) All case submissions must be accompanied by the relevant court documents e.g. judgment, writ, summons, etc. The court documents must bear the seal of the court.
  - (b) All cases must bear the correct identification particulars i.e. NRIC numbers, both old and new if possible, but at least one must be given. In the case of foreigners, passport numbers should be provided.
  - (c) The case and any judgment obtained is true and have not been set aside or struck off by the courts at the time of submission.
  - (d) The documents and facts submitted represent a true and current state of affairs and is the latest status of court action at the time of submission.
  - (e) Should the case be eventually settled, withdrawn, struck off or come to some other conclusion, the Subscriber is required to give CTOS an update on the case at the soonest possible time with the relevant documents.
  - (f) All records admitted must bear a reference. Besides that a contact person must be provided, so that in the event the debtor wants to settle the debt or make references, he may go to the right person and quote a correct reference.
  - (g) All records admitted to CED shall remain in the CTOS database unless save and except for reason of 'fraud' or 'mistake'.
  - (h) In the event of any suit or legal action arising out of a case/cases admitted by the Subscriber being fictitious or where there is misrepresentation, the Subscriber will indemnify CTOS for any loss or damage suffered as a result.
  - (i) CTOS reserves the right not to admit any records submitted for CED listing.
  - (j) Three percent of administration fee applies on the amount listed in the suit or RM100 whichever is the higher, subject to a maximum chargeable fee of RM3,000. This fee is levied upon the case being updated with a conclusion or settlement remark, notwithstanding if the update of the case occurs after termination of this Agreement.
  - (k) CTOS reserves the right to impose, change and specify new terms for admission to CED.

**10. Terms And Conditions For Trade Referee Listing**

- 10.1 The Subscriber may share (i.e. give and receive) trade experience information to/from other subscribers.
- 10.2 Where the Subscriber elects to give such information the Subscriber shall be listed as a trade referee in the CTOS Enquiry reports.
- 10.3 The Subscriber shall only provide its trade references on a subject or the business to which the subject is or was connected to.
- 10.4 The Subscriber shall NOT provide trade references on any Subject for any third party including its subsidiary, associate or holding company.
- 10.5 CTOS reserves the right to decline the Subscriber's listing as a trade referee without providing any reason.
- 10.6 Where the Subscriber decides to provide its reference, the Subscriber shall furnish the reference directly to the party who has requested for it.

**11. Intellectual Property Rights**

- 11.1 If the use of the Services infringes any intellectual property rights of another party, CTOS shall have the right, in its sole discretion, to change or withdraw the Services, with immediate effect.
- 11.2 The Subscriber shall not attempt to modify, adapt, translate, reverse engineer, decompile, disassemble or attempt to discover the source code of the software used to operate the Services and/or the website or operating platform of the Service.
- 11.3 The Subscriber warrants, undertakes and agrees the "CTOSNet 2.0" and "CTOS Credit Manager2.0" brand/tradename/reference is a trade mark of CBS and all intellectual property rights therein/thereto belong to CBS and the Subscriber shall not at any time use the name "CTOSNet 2.0" or "CTOS Credit Manager 2.0", or represent that "CTOSNet 2.0" or "CTOS Credit Manager2.0" as the Subscriber's brand/trade name.
- 11.4 The use of any trademark of the "CTOSNet 2.0" or "CTOS Credit Manager2.0" authorised does not give the Subscriber any rights to ownership in that trademark. This Agreement does not grant to the Subscriber any intellectual property rights in relation to the Service, any data or information obtained from the Service or the rights of ownership in any trademark used by CBS.

## 12. Confidentiality

- 12.1 Unless otherwise required by law, the parties agree to maintain confidentiality of this Agreement.
- 12.2 CTOS hereby warrants to the Subscriber that all information input by the Subscriber in the credit files in CM2.0 shall be kept strictly private and confidential, except for the purposes for complying to the Personal Data Protection Act 2010 and the Credit Reporting Agencies Act 2010, and facilitating or lending support to, or trouble shooting problems for the Subscriber to use the CM2.0 facilities, cause its employees, agents to have any access to these files.
- Except for the abovementioned exception, CTOS shall not allow any third party access to any of the Subscriber's credit files.

## 13. General

- 13.1 CTOS reserves the right to add new, amend, or withdraw any services it offers to the Subscribers without consent of the Subscriber.
- 13.2 The Subscriber hereby agrees and warrants that it shall use the Service and any content and information obtained from CTOS for its internal business use only. The Subscriber further warrants that it shall not conduct searches on behalf of any other third party or distribute the information to any other third party, including its holding companies, subsidiaries or any related companies, agents, etc, whether for profit or non-profit.
- 13.3 The Subscriber shall not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose, any portion of the Services, use of the Services, or access to the Service.
- 13.4 Neither party to this Agreement shall be liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond the party's reasonable control.
- 13.5 Notwithstanding anything herein contained, CTOS does not warrant and undertake that any data or information obtained from CTOS and CBS is permissible or admissible or can be adduced as evidence in any Court of law.
- 13.6 If the Subscriber uses the Services to copy, display or distribute or perform other works, the Subscriber is responsible for obtaining all necessary permissions and/or licenses related thereto.
- 13.7 If the Subscriber fails to comply with any of the terms and conditions of the Agreement, CTOS may request, in writing, the Subscriber to remedy the breach. Such remedy is to be provided within a reasonable and specifies time. If such breach is not so remedied, CTOS shall have the right to terminate the Agreement, upon written notice, effective immediately.
- 13.8 This Agreement shall be governed by the laws of Malaysia. If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.
- 13.9 This Agreement is binding upon all the successors-in-title of the Subscriber.
- 13.10 The Subscriber may not, assign in whole or in part, any of its rights, interest or benefit whatsoever under this Agreement to any person or persons. CTOS shall have the right to assign in whole or in part, any of its rights, interest or benefit whatsoever under this Agreement to any person or persons.
- 13.11 Failure by CTOS to demand performance of any terms and conditions of this Agreement shall not be deemed a waiver of CTOS's right to demand performance at a later date. No amendments to this Agreement or waiver of any rights hereunder shall be effective unless in writing and signed by both parties hereto.
- 13.12 Notwithstanding the above, CTOS reserves the right to alter, amend, add to or abrogate any provisions of this Agreement or any of the Appendices, Schedules attached to this Agreement, at any time. CTOS will give written notice to the Subscriber of any changes required.
- In the event that the Subscriber objects to the proposed alteration, amendments, addition or abrogation, the Subscriber shall have the liberty to terminate the Agreement at the end of the calendar month by giving one (1) month's written notice.
- 13.13 All notices, demands or other communications required or permitted to be given or made pursuant to this Agreement must be in writing and delivered by hand or sent by prepaid registered post with recorded delivery, or by fax addressed to the intended recipient addressed thereof at its address set out above or at its fax numbers set out above (or to such other address or fax number as the addressee may from time to time designate for purpose of this Agreement) or by email to the last known email addresses of the Subscriber made available to CTOS.

Any such notice, demand, communication will be deemed to have duly served (if given or made by fax) immediately or (if given or made by letter) one day after posting and in proving the same it will be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

## 14. Consent Authorization Under the Personal Data Protection Act 2010 (PDPA)

- 14.1 The Subscriber hereby agrees that CTOS and CBS may process the data of the Subscriber and its authorized signatories and its directors/partners/proprietors/guarantors or keyman of the company/ business. And where applicable, the Subscriber shall assist CTOS and CBS to secure the consent from these relevant persons for CTOS and CBS to conduct credit and trade reference checks on them as and when needed.
- CTOS reserves the right to terminate this Agreement in the event such required consent cannot be secured for the credit and trade checking. By this consent, CTOS and CBS
- (a) may conduct credit checks on the Subscriber, its authorized signatories, its directors/partners/ shareholders/proprietors/guarantors with any business entity/ies for bona fide trade checking and/or any credit reporting agency/ies now or at any future time for any one or more of the legitimate purposes exist, namely the opening of account; credit/account evaluation; credit/account review; credit/account monitoring; debt recovery purposes; legal documentation consequent to a contract or facility granted etc (hereinafter referred to as 'legitimate interest').
  - (b) may use the monitoring applications and obtain new information and updates on the Subscriber and its directors/partners/shareholders/proprietors/guarantors as long as any of the legitimate interests exist.
  - (c) may disclose any information about the company/ business including the conduct of the account or the business account to any business entity/ies for bona fide trade checking at any time.
  - (d) may contact the Subscriber with regards to any new offerings of any related product/services by CBS and CTOS
  - (e) may use the Subscriber's data for the purpose of statistical and marketing analysis on the related range of product /services by CBS and CTOS).
- 14.2 The Subscriber, hereby agrees and acknowledge that CTOS reserves the right to suspend, terminate, cancel this Agreement in the event, the required consent/s from the Subscriber, the directors, partners, proprietors, guarantor of the company/business could not be secured to enable due diligence processes to be conducted by CTOS or CBS.

## 15. Services Containing Central Credit Reference Information System (CCRIS)

15. CCRIS section in CTOS report refers to the payment history of the subject concerned at his accounts with financial institutions licensed under Bank Negara Malaysia (BNM). CCRIS section is generated using data provided from Central Credit Reference Information System ("CCRIS") and Dishonoured Cheque Information System ("DCHEQS") of BNM.
- 15.1 The Subscriber understands that consent is required from the Subject of enquiry whenever an enquiry is made on the Subject for the CCRIS details.
- 15.2 The Subscriber undertakes that he/she will secure the Subject's consent, for the following:
- For the Subscriber and CTOS to access the Subject's credit information from CCRIS & DCHEQS
  - For CTOS to disclose the Subject's credit information from CCRIS & DCHEQS to the Subscriber
  - The Subscriber understands that he/she will be required to provide the copy of the consent to CTOS for the purpose of compliance audit should it be requested by CTOS and such consent may be compiled and documented in the form of a "consent confirmation letter" as provided by CTOS.
- 15.3 The Subscriber hereby declares that:
- The consent confirmation letter is in place for the purpose of meeting the periodic audit requirements by CTOS;
  - It shall notify CTOS in writing whenever there is any change to the consent clause in its application form, consent form and/or the processes to obtain consent;
  - It has established a process to ensure all credit information obtained from CCRIS are kept secure and confidential;
- 15.4 The Subscriber also understands that the CCRIS are subject to all applicable laws including the implementation of Personal Data Protection Act 2010 and the Credit Reporting Agencies Act 2010, as well as regulations and guidelines as required by Bank Negara Malaysia, and such requirements are subject to change.

## 16. Variation of this agreement

In view of the implementation of the Personal Data Protection Act 2010 and the Credit Reporting Agencies Act 2010, this Agreement may be varied in whole or in part accordingly to comply with the Laws.

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## APPENDIX A

### ACT 710 CREDIT REPORTING AGENCIES ACT 2010

#### SECOND SCHEDULE

##### [Section 2]

#### CREDIT PROVIDERS

1. Institutions licensed under the Islamic Banking Act 1983 [ Act 276 ] [\[1\]](#), the Banking and Financial Institutions Act 1989 [ Act 372 ] [\[2\]](#) or the Insurance Act 1996 [ Act 553 ] 2;
2. Any person carrying on a scheduled business as defined in subsection 2(1) of the Banking and Financial Institutions Act 1989 2;
3. Institutions prescribed under the Development Financial Institutions Act 2002 [ Act 618 ];
4. Takaful operators registered under the Takaful Act 1984 [ Act 312 ] 1;
5. Issuers of designated payment instruments approved under the Payment Systems Act 2003 [ Act 627 ] 2;
6. Moneylenders licensed under the Moneylenders Act 1951 [ Act 400 ];
7. Pawnbrokers licensed under the Pawnbrokers Act 1972 [ Act 81 ];
8. Fishermen's Associations registered under the Fishermen's Associations Act 1971 [Act 44];
9. Co-operative societies registered under the Co-operative Societies Act 1993 [ Act 502 ].

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[1] Repealed and replaced by the Islamic Financial Services Act 2013 [Act 759]

[2] Repealed and replaced by the Financial Services Act 2013 [Act 758]



## APPENDIX C

### MODES OF PAYMENT

The default mode of payment accepted for the purpose of this subscription agreement shall be via Direct Debit Arrangement. Else, the other of payment shall also be accepted, subject to the mutual agreement by both parties to this agreement:

#### (A) Direct Debit Arrangement

A.1 The Client shall effect payment via Direct Debit Arrangement to credit CTOS's bank account. In this regard, CTOS shall assist the Client to make the necessary Direct Debit Arrangement. The Direct Debit instruction shall be for the agreed minimum amount of RM1500 per month or any other agreed amount between the parties.

A.2 CTOS may request the Client to revise the Direct Debit instruction upwards to a more appropriate amount should the charges incurred by the Client based on past usage consistently exceed the Direct Debit amount.

Notwithstanding the above, where the Client agrees to any revised amount of the Direct Debit, the actual charge shall not exceed what is due to CTOS.

#### Settlement of Amounts In Excess of Direct Debit Amounts

A.3 Where the monthly usage exceeds the maximum amount of the Direct Debit approved limit per transaction, CTOS reserves the rights to perform another Direct Debit deduction on balance amount due to CTOS. If the Direct Debit Arrangement is unsuccessful for whatever reason, the Client shall pay the amount due by cheque or cash payment or Interbank GIRO immediately.

A.4 The settlement of such dues arising from A.3 can be effected by way of Direct Debit, cash or cheque or Interbank GIRO deposited to CTOS's bank account (CIMB Bank Current Account Number: 8001093738)

#### Client to inform CTOS of any payments made directly to CTOS's Account

A.5 Where cash or cheque payments by the Client is directly banked into CTOS's bank account, the Client shall notify CTOS of such by faxing in to 03-27228868 or email to finance@ctos.com.my the deposit slip and ensuring with full particulars of the payment namely, the Clients Name and invoice number for which payment is being made to enable CTOS to update the Client's account correctly, accurately and on a timely basis.

A.6 The Client must inform CTOS of such deposit banked into CTOS's account immediately but should in all cases be no later than seven (7) days of the date of the last invoice. In the event the Client fails to inform CTOS, the Client hereby agrees to bear the full cost paid to the bank to assist in identifying the details of the payment.

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## APPENDIX D

### TERMS AND CONDITIONS FOR TRADE REFERENCE SERVICE

1. CTOS Data Systems Sdn Bhd ("CDS") provides the trade reference service ("eTR SERVICE") which may be defined as non-banking information related to trades used as a means to verify the creditworthiness of a customer to a third party considering amongst others the extension of credit. The eTR SERVICE is provided through a specialized software email application developed, operated, managed and run by CDS. The eTR SERVICE processes email on behalf of the Subscriber.
2. CDS hereby agrees that it shall only release the Subscriber's preset response upon the satisfaction of the following conditions precedent namely:
  - (a) There is a request for information evidenced by email to the Subscriber's account in CDS.
  - (b) Unconditional acceptance of the Subscriber's terms and conditions as set out below or as changed or altered from time to time, and such acceptance of the requestor maybe evidenced electronically or otherwise.

**Terms and conditions that must be unconditionally accepted by a requestor of information:**

- (a) The reference is given to you in strict confidence and meant only for your use.
- (b) You shall not circulate, inform or disseminate the reference to other parties including the subject concerned unless we indicate otherwise.
- (c) You use the information at your own risk. We are not responsible or liable for any loss or damage, if any, that you may suffer as a result.
- (d) You have a legitimate interest to receive our reference. That is to say, you or your company are/is about to deal or have dealings with your subject of enquiry and are/is seeking for information on the same.
- (e) If you choose to repeat, distribute, disseminate our reference without our explicit consent, you shall be fully responsible for any consequences that may arise as a result.
- (f) By clicking the "I Agree" button, you declare you have a legitimate interest in requesting for the Trade Reference.
3. The Subscriber hereby warrants to CDS that it shall only provide information on those entities where it has traded directly with and shall not act on behalf for any other third party including its subsidiary, associate or holding company.
4. The Subscriber hereby agrees to pay CDS a monthly administrative fee in consideration of the Subscriber providing the eTR Service pursuant to this Agreement and not as commission fees in respect of any other service including without limitation debt collection services. All billings are by way of electronic billing (E-Billing) via the Credit Manager 2.0 system (CM 2.0) or CTOSNet 2.0 by CDS and the Subscriber hereby agrees to such electronic mode of billing and communication. All related documents including order forms, invoices, statements, debit and credit notes, receipts shall be made available to the Subscriber via the CM 2.0 or CTOSNet 2.0 electronically. All payments are due upon the invoices being uploaded to the system which can be retrieved, viewed and printed by the Subscriber.
5. The settlement of such dues can be effected by way of cash or cheque or Interbank GIRO deposited to CDS bank account: CIMB Bank Current Account Number: 8001093738

Where cash or cheque payments by the Subscriber is directly banked into CDS's bank account, the Subscriber shall notify CDS of such by faxing in the deposit slip and ensuring with full particulars of the payment namely, the Subscribers Name and invoice number for which payment is being made to enable CDS to update the Subscriber's account correctly, accurately and on a timely basis.

The Subscriber must inform CDS of such deposit banked into CDS's account immediately but should in all cases be no later than thirty (30) days of the date of the last invoice. In the event the Subscriber fails to inform CDS the Subscriber hereby agrees to bear the full cost paid to the bank to assist in identifying the details of the payment.

6. The administrative charges, fees and pricing of various services and further terms and conditions are as agreed by the parties.
7. The Subscriber shall not send or express any news, views which are subversive, religious, political or pornographic in nature when using the eTR SERVICE or deliberately and knowingly transmit any false or defamatory information of any person.
8. Unless otherwise agreed, the Subscriber hereby undertakes and agrees to provide trade reference information which shall comprise documents relating to all elements of the trade reference submitted through the eTR Service. Such documents shall include without limitation contracts, agreements and/or invoices which are in relation to the commercial obligations owed to the subscriber by the subject in question more particularly, the trade receivables of the Subscriber in relation to the subject being referenced. Notwithstanding the foregoing, trade reference information may also include information regarding payment by the subject in question, billing, collection, or any other information in the possession of the Subscriber. The Subscriber shall take full responsibility for its use of the eTR SERVICE and all trade reference information provided by it through the eTR SERVICE. The Subscriber hereby agrees that it is wholly and fully responsible for the creation of any listing, delisting, amendments and changes to any and all preset information to be sent via eTR SERVICE. The Subscriber is fully aware that CDS may verify, validate, correct any information that has been input by the Subscriber.
9. The Subscriber further agrees unconditionally that CDS is permitted to record and retain a full and complete audit trail of all information input, amendment, de-listing of all information the Subscriber has provided in the eTR SERVICE. The Subscriber further agrees that CDS is permitted to disclose such audit trails when ordered by any of the relevant authorities under Malaysian law including without limitation the Office of the Registrar of Credit Reporting Agencies and the Malaysian Courts.
 

The above shall also apply in case this Agreement is terminated for whatever reason.

The information and audit trails shall be retained by CDS for a period of 6 years from the date of release of the Subscriber's preset response sent unless there are valid reasons for CDS to retain the information for a longer period.

The Subscriber also agrees that the trade reference information provided may be used by CDS as an element of credit scoring which constitutes a separate service for which the Subscriber may avail itself.
10. The Subscriber is hereby cautioned that information received upon a request from another subscriber is neither verified nor validated by CDS or any other independent third party. CDS does not verify, validate, agree, disagree or form any opinions with any information provided by any subscriber. The Subscriber shall fully evaluate any information it may receive accordingly and take full responsibility for any actions and omissions in respect of such evaluation of the trade reference information.
11. The Subscriber hereby agrees to submit trade references in respect of payment defaults not less than RM150.00 per transaction/order and due more than 60 days pursuant to the relevant trade reference information as required herein.

12. The Subscriber shall do all things necessary to ensure the trade reference information submitted by it is accurate, up-to-date, complete, relevant and not misleading and hereby acknowledges that CDS shall be entitled at any time to ascertain or determine the same with the assistance of the Subscriber if necessary. CDS hereby reserves the right to withdraw any trade references at its sole and absolute discretion and/or where the Subscriber has failed, refused or neglected to extend the assistance required of it or where CDS is unable to ascertain or determine that the trade reference information submitted by the Subscriber is accurate, up-to-date, complete, relevant and not misleading.
13. The Subscriber hereby agrees to submit trade reference information containing the following information:
- (i) Name and IC number/passport number;
  - (ii) Amount (paid and due) and original amount;
  - (iii) Type of debt – loan/supplier/service;
  - (iv) Subscribers' details – company name, company registration number, type of business, contact details;
  - (v) Date of notice of demand/letter of demand;
  - (vi) Invoice date and number/billing account/account reference;
  - (vii) Default overdue period; and
  - (viii) Contract signing date (if any).
14. Where any complaint is received on a trade reference, CDS shall have the right to suppress the same immediately and indefinitely pending investigation for accuracy. CDS may reinstate the said trade reference upon determining the accuracy of the same in its sole and absolute discretion.
15. CDS accepts no responsibility whatsoever for the accuracy, completeness or content of information that the Subscriber may receive. CDS accepts no liability for any cost, loss damage, loss of profit or business or any other consequential or special loss whether directly or indirectly suffered by the Subscriber as a result of its use or reliance of documents and/or accuracy of information provided by the Subscriber or other parties utilizing the trade reference service and in any such instance, the Subscriber hereby holds harmless and indemnifies CDS against any claims, losses, costs or damages arising as a result of any claim made against the Subscriber or any of its affiliates in respect of any trade reference information, trade references provided by the Subscriber and/or other third parties utilizing the trade reference service and any of the consequence arising from the Subscriber's use of the eTR Service. For the avoidance of doubt, such indemnity shall include without limitation any judgment sum ordered against CDS and costs incurred on a solicitor-client basis.
16. CDS shall not be liable for failure to perform or delay in performing any of its obligation if such failure or delay arises from circumstances beyond its reasonable control including, but not limited to any failure or deterioration in the quality of any communication media, equipment, Act of God, refusal of license, act of government or other authority or statutory undertaking, fire, explosion, accident, power failure, equipment failure, industrial dispute, inability to obtain materials, etc.
17. Upon termination of this Agreement, the Subscriber shall have no further access to eTR SERVICE.
18. Without prejudice to any other remedies which it may have, CDS may suspend or terminate Agreement with the Subscriber with immediate effect on giving written notice to the Subscriber, when the Subscriber commits any other breach of the terms and conditions stated herein. In the event that this Agreement is terminated by CDS under the provision of this clause, such termination shall not affect the right of CDS to recover any money due at the time of such termination or to recover damages for any breach of this Agreement.
- Notwithstanding the above, the Subscriber also agrees that CDS may terminate this Agreement at any time without cause nor liability by serving thirty (30) days written notice to the Subscriber.
19. CDS may amend the terms and conditions herein or waiver of any rights stated herein by giving written notice to the Subscriber and if such notice is not acknowledged or acted upon by the Subscriber, then the said amendments shall take effect and bind the parties accordingly.
20. CDS may assign or transfer this Agreement or any part thereof by serving thirty (30) days written notice to the Subscriber and if such notice is not acknowledged or acted upon by the Subscriber, then the said assignment or transfer shall take effect and bind the parties accordingly.
21. All notices, demands or other communications required or permitted to be given or made pursuant to this Agreement must be in writing and delivered by prepaid registered post with recorded delivery, or by fax or email addressed to the intended recipient addressed thereof at its address set out above or at its fax numbers or email addresses set out above (or to such other postal or email address or fax number as the addressee may from time to time designate for purpose of this Agreement). Any such notice, demand, communication will be deemed to have duly served (if given or made by email or fax) immediately or (if given or made by letter) one day after posting and in proving the same it will be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
22. The arrangement and the terms and conditions of this Agreement shall be governed by Malaysian Law and the Parties hereby submit to the non-exclusive jurisdiction of the Malaysian Courts.

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## SCHEDULE A

### TERMS AND CONDITIONS OF USE

#### 1. Licence and Services

Subscriber agrees that the services provided hereunder shall consist of a limited, non-exclusive and non-transferable licence for the Subscriber and its Subsidiaries (as defined below) to use the Software (as defined below) and the services associated with the Software in accordance with the Terms and Conditions of Use herein (collectively, the "Services"). The Subscriber and its Subsidiaries shall not be permitted to sub-license the Services to any party without the prior written consent of CTOS.

For the purposes of this Terms and Conditions of Use:-

"**Software**" means the software application known as "CTOS Connex" as may be modified, edited or amended from time to time, including but not limited to any designs, features and search algorithms in connection with such application.

"**Subsidiary(ies)**" means, in relation to a company, another company where its board of directors and voting power is controlled by the first mentioned company and more than half of its issued share capital is held by the first-mentioned company.

#### 2. Term and Termination

2.1 The Terms and Conditions of Use shall be effective for a period of 12 months (the "Term") unless earlier terminated in accordance with the provisions of the Terms and Conditions of Use. The Terms and Conditions of Use may be renewed in accordance with section 2.6.

2.2 The Subscriber shall have the right to terminate the Terms and Conditions of Use at any time by giving not less than 60 days' prior written notice to CTOS and paying any outstanding fees and charges incurred pursuant to the provision of the Services.

2.3 CTOS shall have the right to terminate the Terms and Conditions of Use at any time by giving not less than 60 days' prior written notice to the Subscriber.

2.4 Notwithstanding any provisions in the Terms and Conditions of Use, either Party shall have the right to terminate the Terms and Conditions of Use at any time immediately upon written notice to the other Party if (i) the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganisation or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against it or (ii) the other Party is in breach of any material term of the Terms and Conditions of Use and fails to remedy the breach within thirty (30) days from receipt of written notice from the non-breaching Party specifying the breach and requiring the breach to be remedied.

2.5 In the event the Subscriber, in reliance on section 2.2, terminates the Terms and Conditions of Use prior to the end of the Term, CTOS may (but is not obliged to) refund any fees paid by the Subscriber to CTOS, on a pro-rated basis for the remaining and unexpired portion of the Term.

2.6 Unless the Subscriber or CTOS elects not to renew by giving not less than 60 days' written notice to the other, the Term shall be automatically renewed yearly. If the Agreement is so renewed, the charges payable pursuant to the Terms and Conditions of Use for such renewal period shall be calculated at the prevailing rates offered by CTOS at the point of renewal and the Terms and Conditions of Use shall be considered to be amended accordingly.

2.7 Notwithstanding the foregoing, the right to terminate the Terms and Conditions of Use in section 2 shall be without prejudice to the validity and continuity of any other services subscribed with CTOS in the Subscription for Service Agreement with CTOS.

#### 3. Fees and Charges

3.1 In consideration of the Services provided under the Terms and Conditions of Use, the Subscriber agrees to and shall pay CTOS:

- (i) the amounts as set out in the Terms and Conditions of Use;
- (ii) any prevailing Service Tax Act 2018; and
- (iii) any relevant bank charges;

(the "Fees")

all of which shall be invoiced annually in advance as stipulated in the Terms and Conditions of Use and payable within 15 calendar days from the date of receipt of CTOS's invoice.

3.2 Subscriber may purchase in-app credits while using the Services. CTOS reserves the right to amend its Pay-Per-Use fees and charges from time to time and Subscriber may review the prevailing fees in-app.

3.3 Unless otherwise stated, all fees, charges, and purchases are non-refundable.

3.4 All amounts displayed in the Terms and Conditions of Use are in Ringgit Malaysia. To the extent permitted by law, CTOS may send and the Subscriber agrees to receive invoice(s) via electronic mail.

#### 4. Restrictions on Use

4.1 The Services are provided by CTOS solely for the use of Subscriber and shall not be used for any illegal purpose or in any manner inconsistent with the Terms and Conditions of Use. Furthermore, the Services and the CTOS Information (defined below) are not intended to be used or relied upon (and Subscriber hereby acknowledges that it will not use or rely upon the Services or the CTOS Information) as a credit report or in any way to form an opinion on a person's eligibility for credit.

4.2 Subscriber acknowledges that the Services (including but not limited to any software source codes used in the provision of the Services) and the information provided through the Services ("CTOS Information") were developed, compiled, prepared, revised, selected and arranged by CTOS and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of CTOS and such others. Subscriber shall honour and comply with all written requests made by CTOS to protect CTOS's contractual, statutory and common law rights in the Services with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Subscriber agrees to notify CTOS in writing promptly upon becoming aware of any unauthorised access or use by any party or of any claim that the Services infringe upon any copyright, trademark or other contractual, statutory or common law rights.

- 4.3 Subscriber agrees to use CTOS Information for its internal business purposes only and shall not distribute, transfer, sell or license the same to any third parties without the prior written authorization of CTOS. The analysis and presentation included in the Services shall not be re-circulated, re-distributed or published by Subscriber except for internal purposes without prior written consent of CTOS and, where necessary, with certain sources of information included in the Services. In no event will Subscriber permit the CTOS Information to be moved, copied, disseminated, broadcasted, reproduced, ported, stored or otherwise routed to or used in any fashion on any device, printer, display or application which could cause the information so used or disseminated to be a source of or substitute for the information otherwise required to be supplied by CTOS or available from CTOS.
- 4.4 It is expressly agreed between CTOS and Subscriber that the rights granted to Subscriber under the Terms and Conditions of Use do not include the right to store all or any part of the CTOS Information in databases for access by Subscriber or any third party or the right to distribute any database services containing all or any part of CTOS Information on Subscriber's network server for the duration of this Agreement.
- 4.5 Notwithstanding anything to the contrary contained in the Terms and Conditions of Use, Subscriber may not use any portion of CTOS Information in any manner that is competitive with any product or service then being offered by CTOS including, but not limited to, any use of such data that may:
- (i) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to CTOS's services; or
  - (ii) result in a reduction Subscriber's existing or potential subscriptions to CTOS's services; or
  - (iii) prejudice the rights of CTOS or any sources of any part of CTOS Information to exploit its respective portion of CTOS Information.
- If CTOS believes in good faith that such service or product of Subscriber competes with CTOS in the manner specified above, CTOS may terminate the Agreement, pursue any and all remedies in respect of such breach, and may require Subscriber to immediately discontinue its use of CTOS Information.
- 4.6 Subscriber shall not use any of CTOS's trademarks, trade names or service marks in any manner which creates the impression that such names and marks belong to or are identified with Subscriber, and Subscriber acknowledges that it has no ownership rights in and to any of these names and marks.
5. Intellectual Property Rights
- 5.1 The Software, furnished in the provision of the Services and under this Terms and Conditions of Use may be used only in accordance with the Terms and Conditions of Use. Except as provided in the Terms and Conditions of Use, such Software may not be:
- (i) copied, broadcasted, reproduced, transferred or otherwise used in any other application;
  - (ii) recompiled, decompiled, disassembled, reverse engineered, the subject of an attempt to derive the source code of, made into or re-distributed in any form; or
  - (iii) modified, adapted, translated, rented, leased, sub-licensed, loaned, resold, distributed or networked in whole or in part, except as provided in the Terms and Conditions of Use.
6. Warranties and Limitations of Liabilities
- 6.1 CTOS makes no warranty, express or implied, as to the results to be attained by Subscriber or others from the use of the Services, and there are no express or implied warranties of merchantability or fitness for a particular purpose or use. CTOS does not warrant that the Software relating to the Services is error-free or will operate without interruption.
- 6.2 The information and data contained in the Services are derived from publicly available information and/or sources deemed reliable, but CTOS and its suppliers do not warrant, whether expressly or impliedly, the correctness, accuracy, veracity and/or completeness of any programs, data or other information furnished in connection with the Services.
- 6.3 Subscriber is solely responsible for the information used by it and the resultant output thereof. The information and data contained in the Services are subject to change, completion and amendment without further notice. The information or data is not to be construed as legal, business or tax advice. Subscriber should consult its own legal, business or tax advisor as to legal, business or tax advice.
- 6.4 Subscriber shall indemnify, hold harmless and at Subscriber's expense, defend CTOS, its employees, officers and directors from and against any loss, claim, demand or expense (including reasonable attorneys' fees) arising, directly or indirectly, in connection with a breach of the Terms and Conditions of Use by Subscriber or the use of the Services by Subscriber.
- 6.5 No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services provided by CTOS may be brought by Subscriber more than one year after the cause of action has accrued.
7. Installation of Service(s) and Equipment
- 7.1 The Subscriber acknowledges that it is required to procure and/or maintain internet access in order to use and/or access the Services, and the Subscriber shall be solely responsible for obtaining and maintaining its own access to the Internet and shall be solely responsible for the payment of any applicable subscription charges, telecommunication charges, data charges or other charges incurred in connection with its use of the Services. The Subscriber shall also be responsible for obtaining and setting up the necessary authorisations, including but not limited to internal user rights, firewall, network and other security permissions in order to access the Services.
- 7.2 Hardware and software provided by the Subscriber for access to the Services must meet all technical specifications provided by CTOS. For the avoidance of doubt, CTOS reserves the right to at any time, or from time to time, to amend such technical specifications with prior written notice of 1 calendar year to the Subscriber.
8. Access to Services
- 8.1 CTOS reserves the right to periodically monitor the usage of the Services to ensure compliance with the Terms and Conditions of Use and the Subscriber shall at all reasonable times permit CTOS to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

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## Appendix B: Schedule Of Charges

Product Name	Price	Unit Remarks
<b>A. List of Products under Credit Management Suite (CMS) 2.0 above: Credit Manager 2.0</b>		
Monthly Subscription Fees	RM 250.00	Base Subscription
Credit Files – 1 to 50 (volume)		Per name, 0 - 50 files registered
Credit Files – 51 and above (volume)	RM 0.60	Per file, above 50 files registered
CTOS Enquiry / LitE Report	RM 15.00	Per name enquired
Add on – SME Financial Health Indicator (FHI) *1		
Add on - SSM Live Report	RM 12.00	Per name enquired
CTOS Enquiry Report - with CCRIS	RM 20.50	Per name enquired
CTOS Enquiry Report - CCRIS & Score	RM 30.60	Per name enquired
Add on - Liabilities as Guarantor Summary Report *2	RM 1.06	Per name enquired
Add on - CCRIS Supplementary	RM 1.05	Per name enquired
Add on – SPGA *3	RM 3.10	Per name enquired
Add on - SSM Live Report	RM 12.00	Per name enquired
CTOS Enquiry Report – Company / Business with CCRIS & BIP *4	RM 20.50	Per report
CTOS Enquiry Report – Company / Business with CCRIS, Score & BIP *4	RM 30.60	Per report
Add on - Liabilities as Guarantor Summary Report *2	RM 1.06	Per name enquired
Add on - CCRIS Supplementary	RM 1.05	Per name enquired
CTOS SME Score Report - Company	RM 45.00	Per name enquired
CTOS SME Score Report - Sole Proprietor / Partnership *15	RM 45.00	Per name enquired
Add on – Angkasa / SPGA	RM 3.10	Per name enquired
Add on - CCRIS Supplementary	RM 1.05	Per name enquired
Add on - Liabilities as Guarantor	RM 1.06	Per name enquired
Add on - SSM Live Report	RM 12.00	Per name enquired
Monitoring - 1 to 50 Names (Volume)		Per name, 0 - 50 names registered
Monitoring - 51 Names and above (Volume)	RM 0.80	Per name, above 50 names registered
Companies Commissioner of Malaysia (CCM) Searches:		
a) CTOS Enquiry Report with SSM Lives	RM 12.00	Per additional search
b) SSM Fresh CPO Report	RM 16.00	Per search
b) CTOS Archive Report	RM 6.00	Per search
c) Express Idaman Search Fees	RM 45.00	Per successful search
Add on - Express Idaman Document Type Report *5	RM 15.00	Per type of document
Add on - Certified True Copy Report	RM 20.00	Per document
d) Fresh Idaman LLP Search Report	RM 25.00	Per search
f) ROB Sarawak - Kuching *6, Miri *6, Sibü *7, Bintulu *7, Bau *14, Lundu *14, Samarahan *14, Serian *14, Simunjan *14	RM 60.00	Per search
g) ROB Sabah - Kota Kinabalu *8, Kota Marudu *14, Lahad Datu *14, Papar *14, Penampang *14, Putatan *14, Sandakan *14, Tawau *14	RM 90.00	Per search
g) Particulars of Registered Address Report	RM 45.00	Per search
h) Certificate of Company Incorporation / Registration Report	RM 45.00	Per search
i) Particulars of Directors / Officers Report	RM 45.00	Per search
j) Certificate of Company Change of Name Report	RM 45.00	Per search
Malaysia Department of Insolvency (MDI) Search Report	RM 15.00	Per name search
E-court Search	RM 20.00	Per name search
Registry of Societies (ROS) Search Report	RM 45.00	Per search
Land Searches Report *9	RM 80.00	Per search
a) ROC Singapore Report - Business Profile *10	RM 40.00	Per search
b) ROC Singapore Report – Strategic Corporate Information *11	RM 120.00	Per search
c) ROC Singapore Report – Detail Financial Statements *11	RM 120.00	Per search
d) International Searches Report – (Databank)	RM 399.00	Per search
e) Int'l Searches Rept - Asia Pacific, Europe, Africa, Americas, Middle East *12	RM 600.00 - 1,000.00	Per search
Repopulation of CPO Data Report	RM 9.00	Per credit file
Repopulation of CPO Financial Data Report	RM 6.00	Per Financial Year Ended Report
Detailed Financial Statements Report	RM 6.00	Per Financial Year Ended Report
CTOS ConneX		
a) Capital Market (Singapore, Malaysia, Hong Kong)	RM 40.00	Per action
b) Company Registry (Malaysia)	RM 25.00	Per action
SMS Volume	RM 0.30	Per SMS of 160 characters or part thereof
<b>B. List of Products under Financial Surveillance and Compliance (FSC): Compliance Manager:</b>		
Know Your Customer (KYC) Screening Report	RM 10.00	Per search
<b>C. List of Products under Comprehensive Credit Reporting Bureau (CCRB): eTRv2.0:</b>		
Electronic Trade Reference (eTR)		
eTR Listing - 1 to 100 (Volume) *13	RM 20.00	Per month, (1-100 listings)
eTR Listing - 101 to 500 (Volume)	RM 50.00	Per month, (101-500 listings)
eTR Listing - 501 to 1, 500 (Volume)	RM 150.00	Per month, (501-1,500 listings)
eTR Listing - 1, 501 to 3,000 (Volume)	RM 300.00	Per month, (1,501-3,000 listings)
eTR Listing - 3, 001 to 10,000 (Volume)	RM 500.00	Per month, (3,001-10,000 listings)
Extended Service to Enhance Recovery		Price on project basis, contact CDS for further details

Notes: ( All prices quoted as above excludes service tax)

\*1.Only available to company which meets the eligibility criteria

\*2.Liabilities As Guarantor (LAG) refers to an individual's or a company's history as guarantor for bank loans. LAG must be subscribed together with CCRIS \*3.SPGA refers to Skim Potongan Gaji Angkasa

\*4.Business Interest Parties (BIP) refers to Company Director/Owner. The pricing listed above is for 1 company report only. Each additional (1) BIP costs RM20 for CTOS Report with CCRIS, and RM30 for CTOS Score Report. Reports with LAG cost an additional RM1 each entity/subject. LAG must be subscribed together with CCRIS

\*5.Idaman format – response time within 1 business hour. Print charges as charged on RM15 per set of document (document set by type)

\*6.Response time for ROB Kuching /Miri : within 5 business days

\*7.ROB Sibul Bintulu within 10 business days

\*8.Response time for ROB Kota Kinabalu: 2-3 business days

\*9.Response time for Land Search is within 10 business days

\*10.Response time Singapore Company / Business Search (Business Profile): 1 business day

\*11.Response time Singapore Company / Business Search (Strategic Corporate Information and Financial Statements): 1 business day

\*12.Different rate applies to different country searches

\*13.Customized pricing for listing above 10,000

\*14.Response time for ROB: 3-7 business days

\*15.Price inclusive of SME Score report for 1 Business + 1 Owner

#### REVIEW OF CHARGES

CTOS reserves the right to vary any fees by giving the Subscriber:

(a) Five (5) calendar days notice for the fee variation on the services and/ or searches by the appointed Content Information Provider.

(b) For all other services and searches, CTOS shall notify the Subscriber of the fee variation at twenty one (21) calendar days notification.

#### USER NAME CREATION

(a) For additions or cancellations of user names, the Subscriber must inform CTOS the full name, position, identity card number, the permitted access hours and the effective date.

(b) All notification by the Subscriber under 3(b) is only deemed good and effective with CTOS's acknowledgement of receipt of such notice (hereinafter referred to as "effective notice"). CTOS shall add new user names on the effective date or within 24 hours of the effective notice, whichever is applicable. The Subscriber shall be responsible for all the usage and related charges incurred by those user names.

#### MINIMUM PERIOD CHARGES

Minimum period charges will be applicable where Subscriber terminates Agreement within 6 months of the date of the activation of the Service. The Subscriber shall be charged for 6 months monthly access fee as set out under Schedule of Charges table. The differential of transactions charges between the standard rate under Schedule of Charges table and the Minimum Period rate as mentioned in clause 8.2 shall be invoiced to the Subscribers.

*[The rest of this page has been intentionally left blank]*