

SECURITIES COMMISSION MALAYSIA E-PROCUREMENT SYSTEM (SC e-PROC)**TERMS AND CONDITIONS OF USE**

Please read and understand the following Terms and Conditions of Use that govern the use of the Securities Commission Malaysia ("SC")'s electronic Procurement System (E-Procurement). These Terms and Conditions will be binding on you upon your use of E-Procurement carefully before using the E-Procurement. This document constitutes a notification of the Terms and Conditions of Use of E-Procurement which will govern the use of E-Procurement by the individual and company who intends to participate in procurement exercise conducted by Securities Commission Malaysia ("SC") (hereinafter referred to as "User(s)").

A. GENERAL

1. This document constitutes the terms and conditions ("Terms and Conditions") whereby individuals or entities who make payment to the SC are referred to as "User".
2. E-Procurement is operated, administered, maintained, and developed by the SC and its thirdparty vendors. By accessing and using E-Procurement, the User agrees to be bound by these Terms and Conditions, including any amendments and modification made thereto, which the SC, at our sole discretion, may impose from time to time. The SC reserves the right to change, modify, add to, or remove portions of these Terms and Conditions at any time.
3. In addition to these Terms and Conditions, the User is governed by the provisions of the Securities Commission Act 1993.
4. Please check these Terms & Conditions of Use periodically for changes.
5. In addition to these Terms & Conditions, the User(s) is also governed by the provisions of the Securities Commission Act 1993, Capital Markets & Services Act 2007, Capital Markets and Services (Fees) (Amendment) Regulations 2018 and any other relevant) laws and regulations of general application, including any amendments and modifications thereto in its use of E-Procurement.
6. Please direct any questions you may have concerning these Terms & Conditions to: Procurement team at scprocurement@seccom.com.my .

B. DISCLOSURE OF INFORMATION AND USAGE OF DATA

The User hereby expressly authorises and permits the SC to divulge, reveal and/ or otherwise disclose any or all particulars and information submitted to the SC through E-Procurement to any persons for any reasons whatsoever. The SC also reserves the right to collect and use any data and/ or information in E-Procurement.

C. COPYRIGHT AND OTHERS

The User hereby agrees that the materials, data, communication and/ or information appearing in E-Procurement, including but not limited to the text, images, graphics and their arrangement, are at all times the sole and exclusive property of the SC, and are protected by the copyright, trademarks and any other applicable intellectual property or proprietary rights. No part of parts of E-Procurement may be modified, copied, distributed, transmitted, broadcasted, displayed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of the SC. The User shall not create a hyperlink of E-Procurement on any other websites or servers.

D. NO WARRANTY, INDEMNITY BY USER AND EXCLUSION OF LIABILITY

1. The SC shall use all reasonable efforts to ensure the continued operation and provision of E-Procurement. However, the User hereby agrees and acknowledges that the SC does not make any warranties or representations of any kind whatsoever with respect to E-Procurement, whether express or implied and, shall not be responsible or liable for any loss arising whether in tort, contract, or indemnity, whether suffered by the User or any other person.
2. The User shall fully indemnify and keep indemnified the SC from all liabilities, claims, losses, costs, and expenses in respect of or arising from the use or misuse of E-Procurement by the User.
3. The SC shall not, where it is acting in good faith, be liable for and shall be held harmless against all claims, liability, losses, costs, demands, damages or expenses (including, without limitation, any loss of profits, income, savings or goodwill, direct or indirect, or incidental, special, indirect, punitive, exemplary or consequential damages of any party, including third parties) which may be incurred in respect of, in connection with or arising from the use or misuse of E-Procurement by Users.
4. Without limiting the generality of the above, SC shall not be liable for any loss caused by or arising from any one or more of the following events or matters howsoever caused or incurring:

- a. any damage to the User's computer, software, modem, telephone or other property resulting from the User's usage of E-Procurement;
 - b. any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunication, computer, terminal, server or other device or system whether or not owned, operated or maintained by the User(s) including but not limited to the interruption, stop or delay in the provision of E-Procurement and the execution of the User's submission or application;
 - c. any malfunction, breakdown, disruption, and/or unavailability of E-Procurement or any portion thereof, howsoever arising;
 - d. any failure or delay caused by the User(s)'s internet browser or other software, computer virus or other related problems;
 - e. any corruption, destruction, alteration, loss or error of data or information in the course of transmission;
 - f. any intrusion, interference or attack by any person, virus, worms, macros or other harmful components or deleterious programs or files;
 - g. any loss, theft or unauthorised use of the User's E-Procurement User ID or login password;
 - h. any prohibition, suspension, delay or restriction of your access to E-Procurement by any laws or regulations applicable to the User;
 - i. any prohibition, suspension, delay or restriction of the User's access to the E-Procurement caused by, relating to or in connection with the User's internet access provided by the User's telecommunications service provider;
 - j. any inaccuracy or incompleteness of information, data or documents given by the User in relation to any submission or application;
 - k. any delay in the delivery or failure to deliver any information, data or documents whatsoever in relation to any submission or application;
 - l. any event, the occurrence of which is beyond the control of the SC including but not limited to fire, earthquake, flood, lightning, riots, strikes, government action, war, disruption of electrical and power supply; and/or
 - m. any loss or disruption caused by third parties.
5. While the SC will use its best endeavours to implement the necessary controls to ensure that messages and information transmitted over the Internet for the purpose of E-Procurement is secure, the User agrees and acknowledges that the SC does not make any warranties in respect of the same. The User hereby accepts the risk associated with use of the Internet including but not limited to the risk that all information transmitted through E-Procurement may be subject to possible interception or possible alteration or unauthorised access by third parties and

accordingly, the User shall not hold the SC responsible or liable for any such unauthorised access, interception, alteration, theft of information or any other losses arising therefrom.

E. COSTS

Unless otherwise indicated, no fees will be charged for the User's access to E-Procurement. However, the User is wholly responsible for any Internet service provider fees and charges, as well as those of any telecommunications services provider, arising from the User's connection, access to and use of E-Procurement.

F. MAINTENANCE

1. The SC reserves the right to suspend the operation of E-Procurement at regular intervals for periodic maintenance and administration purposes and will use its best endeavours to provide prior notice of such suspension, whenever possible.
2. The SC will use its best endeavours to ensure that all maintenance and administration tasks do not lead to down time within the normal working hours of the SC.
3. The SC shall not be liable for any loss and damage suffered by any User(s) as a result of any suspension of E-Procurement for maintenance and administration works or otherwise.

G. SUSPENSION/TERMINATION

1. The SC reserves the exclusive right and discretion to suspend or terminate or restrict wholly and/or in part any User's access to and use of E-Procurement, or to discontinue altogether the provision of E-Procurement, by giving prior notice of one (1) business day to the User(s).
2. Notwithstanding the generality of the foregoing, the SC may suspend or terminate or restrict any of the User's access to and use of E-Procurement **immediately** upon written notice to the User if:
 - a. there has been a breach by the User of any provision of these Terms and Conditions;
 - b. there has been a breach by the User or a failure to comply with laws, regulations and/or rules of any legal, regulatory or other authority or body relevant thereto;
 - c. the User provided false, misleading or incomplete information for access to and use of E-Procurement;
 - d. there is any conduct by the User which the SC, in its sole discretion, considers to be unacceptable; and/or

- e. in the SC's opinion, it is in the interest of the SC or the public to do so.

H. WAIVER

In the event that the SC fails or neglects to enforce any provision of the Terms and Conditions for any reasons whatsoever, the SC shall neither be construed as having waived our rights to enforce the same nor as having waived its rights to any continuing, succeeding, or subsequent breach of the same or any other provision of the Terms and Conditions.

I. GOVERNING LAW AND JURISDICTION

1. The User hereby agrees that the Terms and Conditions, performance and conduct under it, access, and use of E-Procurement and/or any disputes arising therefrom shall at all times be governed by and construed in accordance with the laws of Malaysia. Further, the User agrees to be bound and submit to the exclusive jurisdiction of the courts of Malaysia.
2. The Terms and Conditions are subject always to existing legislation, laws, and regulations applicable and relevant to the SC and nothing contained herein is in derogation of the SC's rights to comply with and conform to any governmental requests or legal requirements relating to the access of E-Procurement or in respect of any data or information provided to us.