

## Appendix 2: Terms & Conditions

# Agreement

## Purposes of Usage

The User hereby warrants it shall use the Services for legitimate purposes only and have a legitimate interest to do so. Specifically, the User 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 User 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 shall not, at any time, use the Services for malicious purposes to defame or discredit other parties.

## Use of Services

1. The User hereby accepts and agrees to the terms and conditions in this Agreement.
2. The User hereby agrees:
  - (a) CTOS shall not be liable for any mistakes, acts or omissions, negligence of any Content and Information Providers (CIP); and
  - (b) Accept any limitation or exclusion of liability clauses inherent in the services provided by the CIP.
3. 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.
4. CTOS shall not disclose the Subject's credit report unless the User has procured the Subject's consent to CTOS to do so.

5. The failure of the Subject to provide such consent to CTOS shall not be deemed by the User to be an event of default, non-performance or breach of this Agreement on the part of CTOS.
6. The User 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.
7. Notwithstanding the subject's consent being given and received by CTOS, the User hereby agrees that CTOS still reserves the right to withhold or not provide any report requested by the User without giving any reason/s.
8. In any event, where CTOS is unable, cannot or prohibited from giving a CTOS Tenant Screening Report requested, the User shall not be charged in respect of that request made.
9. CTOS shall provide a unique login ID to enable the User access to CTOS's services via the approved applications.
10. The User is responsible for the control of the login ID.
11. Access to CTOS shall terminate automatically in the event the User's use of the approved applications mentioned above is terminated for whatever reason.

## **Service Integrity**

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 User to suspend temporarily or permanently or disallow access or use of the Services.
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 User 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.
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.

## **Obligations of CTOS and User**

1. The User hereby agrees to comply with the following:
  - (a) Where CTOS collects credit information directly or indirectly from a Subject for disclosure to a User, 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.

- (b) CTOS shall not disclose credit information to the User 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, User 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.
- (c) CTOS shall as soon as reasonably practicable, update any credit information previously disclosed to the User and ensure that the credit information remains accurate, up-to-date, complete, relevant, and not misleading. Vice versa, the User 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.
- (d) The User 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.
- (e) The User 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.
- (f) The User shall promptly cooperate with CTOS in its efforts to investigate and resolve complaints and correction requests of credit information.
- (g) The User 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.
  - vii. The User shall be required to provide the copy of the consent to CTOS on each and every occasion of purchase for the purpose of compliance audit.

- viii. The User hereby declares that it has the required consent forms, documentation in place on each and every occasion of purchase to satisfy the periodic audit requirements by CTOS.

## **Disclaimer of Warranty**

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.
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.
3. The User 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 User as a result of the User relying on the Services.
4. Without prejudice to the foregoing, CTOS, its respective officers, employees, agents, suppliers, and licensors shall not be liable to the User 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 User'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. any error, omission or inaccuracy with respect to the Services rendered or provided.
5. CTOS accepts no responsibility whatsoever for the accuracy, completeness or content of information that the User may receive. CTOS 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 User as a result of any act or omission or breach of terms and conditions of this Agreement by CTOS and in any such instance, the User hereby holds harmless and indemnifies CTOS against any claims, losses, costs or damages arising as a result of any claim made against the User or any of its affiliates in respect of any act or omission or breach of terms and conditions of this Agreement by CTOS. For the avoidance of doubt, such indemnity shall include without limitation any judgement sum ordered against CTOS and costs incurred on a solicitor-client basis.

## **Billing and Payment**

1. By purchasing report from CTOS you agree to CTOS's Privacy Policy: Type of Personal Information Collected including payment information.
2. All billings are by way of electronic billing (E-Billing) via third party payment gateway and the Subscriber hereby agrees to such electronic mode of billing. All related documents including order forms, invoices, statements, debit and credit notes, receipts shall be made available to the Subscriber via eMail.
3. All payments are due upon the Subscriber's decision to purchase a report.
4. The accepted mode of payment is credit/debit card or FPX Payment (Financial Process Exchange).
5. There will not be any monetary refund. Should there be no consent provided within the first 7 days period, User has the option to repeat the e-Consent verification process on the same individual or proceed to request consent from different individual as credit is not deducted until report is requested by User (after consent is Verified).
6. There will not be any monetary refund should the User had placed a wrong individual report for Tenant Screening Report. It is the User's duty to ensure that the individual's report placed is correct before making payment.
7. The package in this offer shall be utilised within the first 12 months of the subscription failing which, the package shall not be carried forward to the subsequent year following the first 12 months and shall be deemed to be forfeited.

## **Terms and Termination & Suspension**

1. Upon clicking "I Agree" the User agree that this free account shall be owned by the User indefinitely unless, the User write-in to CTOS to request for termination of account (1) month in prior. 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.
2. CTOS may withhold or suspend the User's use of the service immediately if:
  - (a) CTOS reasonably believes that the User is not complying with any of the obligations under this Agreement.
  - (b) The User commits any act or omission not permitted under this Agreement or is detrimental to CTOS. Any indulgence of time or of any kind which CTOS grants the User shall not nullify or prejudice any rights of CTOS set out in this Agreement.

## **Intellectual Property Rights**

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.

2. The User 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.
3. The User warrants, undertakes and agrees the "Tenant Screening Report" brand/trade name/reference is a trade mark of CBS and all intellectual property rights therein/thereto belong to CBS and the User shall not at any time use the name "Tenant Screening Report", or represent that "Tenant Screening Report" as the User's brand/trade name.
4. The use of any trademark of the "Tenant Screening Report" authorised does not give the User any rights to ownership in that trademark. This Agreement does not grant to the User 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.

## Confidentiality

1. Unless otherwise required by law, the parties agree to maintain confidentiality of this Agreement.
2. CTOS hereby warrants to the User that all information input by the User in the "My Profile Page" 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 User to use the "Tenant Screening Report" facilities, cause its employees, agents to have any access to these files.
3. Except for the abovementioned exception, CTOS shall not allow any third-party access to any of the User's "My Profile Page".
4. **The User shall not disclose any information to or allow access by any third party including the tenant to information provided by or received on account of the Services or Tenant Screening Report.**

## General

1. CTOS reserves the right to add new, amend, or withdraw any services it offers to the Users without consent of the User.
2. The User 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 User 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 family members, friends, holding companies, subsidiaries or any related companies, agents, etc, whether for profit or non-profit.
3. The User 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.

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.
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.
6. If the User uses the Services to copy, display or distribute or perform other works, the User is responsible for obtaining all necessary permissions and/or licenses related thereto.
7. If the User fails to comply with any of the terms and conditions of the Agreement, CTOS may request, in writing, the User 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.
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.
9. This Agreement is binding upon all the successors-in-title of the User.
10. The User 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.
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.
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/electronic Mail notice to the User of any changes required.
  - a. In the event that the User objects to the proposed alteration, amendments, addition or abrogation, the User shall have the liberty to terminate the Agreement at the end of the calendar month by giving one (1) month's written notice.
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 email, sms, prepaid registered post with recorded delivery, or by fax addressed to the intended recipient at its last known fax numbers.
14. Any such notice, demand, communication will be deemed to have duly served immediately if given or made by email, sms or fax or if by letter one day after delivery and in proving the same it will be sufficient to show that the communication was duly addressed or stamped or posted, to the last known contact details of the receiving Party.

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

1. The User hereby agrees that CTOS may process the data of the User and its authorized signatories and its directors/partners/proprietors/ guarantors or keyman of the company/business and where applicable, the User shall assist CTOS to secure the consent from these relevant persons for CTOS to conduct credit and trade reference checks on them as and when needed.
  - a. CTOS reserves the right to terminate this Agreement in the event such required consent cannot be secured for the credit and trade checking.
  - b. By this consent, CTOS
    - i. may conduct credit checks on the User, 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").
    - ii. may use the monitoring applications and obtain new information and updates on the User and its directors/partners/shareholders/proprietors/guarantors as long as any of the legitimate interests exist.
    - iii. 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.
    - iv. may contact the User with regards to any new offerings of any related product/services by CTOS.
    - v. may use the User's data for the purpose of statistical and marketing analysis on the related range of product /services by and CTOS.
2. The User, hereby agrees and acknowledge that CTOS reserves the right to suspend, terminate, cancel this Agreement in the event, the required consent/s from the User, the directors, partners, proprietors, guarantor of the company/business could not be secured to enable due diligence processes to be conducted by CTOS.

### **Services Containing Central Credit Reference Information System (CCRIS)**

1. Financial section in CTOS Tenant Screening Report refers to the payment history of the subject concerned at his/her accounts with financial institutions licensed under Bank Negara Malaysia (BNM). CCRIS section is generated using data provided from Central Credit Reference Information System ("CCRIS") of BNM.
2. The User understands that consent is required from the Subject of enquiry whenever an enquiry is made on the Subject for the CCRIS details.
3. The User undertakes that he/she will secure the Subject's consent, for the following:

- For the User and CTOS to access the Subject's credit information from CCRIS
  - For CTOS to disclose the Subject's credit information from CCRIS to the User
4. The User understands that he/she will be required to provide the copy of the consent to CTOS for the purpose of compliance audit.
  5. The User hereby declares that:
    - He/she has the required consent forms, documentation in place to satisfy the periodic audit requirements by CTOS.
    - He/she has established a process to ensure all credit information obtained from the CCRIS are kept secure and confidential.
  6. The User 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.

### **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.