

SSM MYCOID PORTAL TERMS AND CONDITIONS OF SUBSCRIPTION

Note: Please read this agreement carefully as it governs the terms and conditions of your use of the SSM MyCoID Portal (your “Subscription”) and limits SSM’s liability to you. By clicking “I accept” you are forming a contract and agreeing to the terms that appear below. Reference to “you” and “your” are to you as the subscriber (“Subscriber”).

1. Provision of Subscription

- 1.1 The Subscription is provided by the Companies Commission of Malaysia (“SSM”). You will receive access to the Subscription following the payment of the fee for the Subscription (“**Subscription Fee**”) or as otherwise determined by the Registrar of Companies (“**Registrar**”).
- 1.2 You acknowledge that you have provided complete and accurate information for the purposes of registration and that it is your responsibility to update any changes to that information and this shall include any changes to your email address.
- 1.3 Upon the successful registration of your Subscription, you are required to personally collect your user ID and password at the nearest SSM office.
- 1.4 You shall keep your user name and password (“**ID**”) issued for the SSM MyCoID Portal website confidential and secure whilst carrying out your business pursuant to the Subscription. You are responsible for the use of the Subscription and this includes preventing unauthorised use of your ID.

2. Fees

- 2.1 The annual Subscription Fee shall be RM120.00 or as otherwise determined by the Registrar.
- 2.2 Where applicable, SSM shall be under no obligation to provide the Subscription until the Subscription Fee has been paid.
- 2.3 You shall pay to SSM all applicable fees pursuant to the Companies Act 1965 (“**CA**”) and all regulations made pursuant to the CA in respect of submission of documents to SSM through the SSM MyCoID Portal.

3 Limitation of liability

- 3.1 SSM will use all reasonable measures to remedy faults in the Subscription during the term of the Subscription. If SSM is in breach of the Terms and Conditions of Subscription (“**Agreement**”), you agree that your only recovery for damages that you incur and your exclusive remedy shall be limited to an amount equivalent to the Subscription Fee paid (where applicable) or you may chose to terminate the

Subscription.

- 3.2 SSM will not be liable for any business losses such as lost data, lost profits or business interruption arising from your use or inability to use the Subscription or from any action taken (or otherwise) as a result of using the Subscription.

4 Termination/Suspension

- 4.1 SSM may suspend immediately and/or terminate your subscription to the SSM MyCoID Portal:

- (a) At any time by giving not less than seven (7) days notice of termination if:
- i. You fail to make a payment when it becomes due in relation to the Subscription or any other account or arrangement with SSM; or
 - ii. an interim order is made or a voluntary arrangement approved or a petition for a bankruptcy order is presented or a bankruptcy order is made against you or if a receiver or trustee is appointed to your estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of your assets or undertakings
 - iii. there are other reasons that SSM deems fit,
- (b) Immediately by giving you notice of termination where SSM has reason to believe that you have used the SSM MyCoID Portal for unlawful purposes or in unlawful manner or is in breach of the terms and conditions of Subscription or the SSM MyCoID Protocol (“**Protocol**”).

- 4.2 Where SSM believes that you have breached any of the terms of this agreement or the Protocol in any way, SSM at its discretion may send a notification to the email address provided for such breach to be remedied. Where the breach has not been remedied to the satisfaction of SSM within the period of three (3) days of the date of such notice, SSM shall have the discretion to suspend or terminate this Subscription immediately.

- 4.3 A suspension of the Subscription shall remain in force until notified to the contrary by SSM.

- 4.4 Any exercise by SSM of its right to suspend a Subscription shall not exclude its right to subsequently terminate the said Subscription.

- 4.5 You may terminate this Subscription at any time by giving SSM not less than fourteen (14) days notice in writing.

- 4.6 Upon termination or suspension of the Subscription howsoever arising the following provisions shall apply:

- (a) termination or suspension shall not prejudice or affect any right or action or remedy which shall have accrued or shall thereafter accrue to you or SSM;

- (b) Any outstanding payments accrued by either party before or after the termination or suspension of the Subscription shall be paid by the relevant party where applicable.

5. Variation of the agreement

- 5.1 SSM may vary this agreement at any time. When SSM varies this agreement, SSM will notify you by email or online update in SSM's website with a revised version of this agreement together with a notice stating when such revised terms in the amended agreement will come into force and if you continue to make use of the SSM MyCoID Portal after such date, then you will be deemed to have accepted such revised terms with effect from such date.

6. Notices

- 6.1 Unless otherwise mentioned, a notice, approval or consent given by SSM to you may be sent by e-mail to the e-mail address provided.
- 6.2 Unless otherwise specified in this agreement, the Protocol or any other form of notification, a notice, approval, or consent given by you to SSM through the SSM MyCoID Portal-
 - (a) must be in writing and marked to the attention of the Registration Services Division of the Companies Commission of Malaysia (SSM); and
 - (b) must be left at, or sent by post or by facsimile to the correspondence address as follows:

COMPANIES COMMISSION OF MALAYSIA (SSM)

Registration Services Division
Level 23, Menara SSM@Sentral
No. 7, Jalan Stesen Sentral
50623 Kuala Lumpur
Facsimile No: 03 –2299 4411

- 6.3 Notice will be deemed given by you to SSM:
 - (a) in the case of sending the notice by hand, upon written acknowledgement of receipt by an officer or any other duly authorised employee of SSM;
 - (b) in the case of sending the notice by post, three days after dispatch; and
 - (c) in the case of sending the notice by facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

7 General

- 7.1 You may not transfer any of your rights or obligations under this agreement except where you have obtained consent in writing from SSM.

- 7.2 Nothing in this agreement shall confer your rights on any other person except as otherwise stipulated in this agreement.
- 7.3 If you breach this agreement and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 7.4 This agreement and any other amendments made thereto and/or additional terms on the Subscription that may be issued by SSM from time to time, represents the entire terms agreed between the parties in relation to its subject matter.
- 7.5 SSM will resolve any disagreements quickly and efficiently.
- 7.6 This agreement shall be governed by and construed in accordance with the laws of Malaysia and each party agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
- 7.7 As a Subscriber, you agree to adhere to the parameters as provided under the Protocol for the purposes of communicating and transmitting electronic documents and/or other information through the MyCoLD Portal.