



Terms and Conditions

1. CTOS ID Registration

- 1.1. The CTOS CID registration is open to all Malaysian individuals with MyKad and foreigners with valid passports ("Eligible Customer") after signing up as a verified CTOS ID ("CID") User.
- 1.2. By purchasing CTOS consumer products and services ("CTOS Services"), You represent and warrant that You are a legal adult, fully able and legally competent to enter into a binding contract with CTOS, comply and abide with all the Terms and Conditions stated herein and for CID registration.
- 1.3. New and existing CID Users who have verified their identity with CTOS during CID sign up process, successfully signed up as CID Users at <http://ctosid.ctos.com.my> OR registered and subscribed or purchased through any authorized sign-up, process offered by a CTOS affiliate partner on its platform for CTOS Services.
- 1.4. By being a CID User, you are deemed to have agreed to and be bound by these Terms and Conditions, as well as the specific Terms and Conditions applicable to each CTOS service you access, subscribe to, purchase, or use.
- 1.5. By registering and using CTOS services through the CTOS website, CTOS mobile app or affiliate partner's platform, you are agreeing to the following:

You confirm that you have read, understood, and accepted these Terms and Conditions, along with any other applicable terms found at <https://ctoscredit.com.my/> which may be updated from time to time.

- 1.6. You hereby grant permission and consented for CTOS or its service provider to communicate or notify alerts in the form of emails, SMS, webpage, mobile notifications or a combination of the aforementioned ("Alerts") to you or via your account with CTOS or CTOS' affiliate partners.
- 1.7. CTOS shall not be liable for any errors, inaccuracies, or delays in the delivery of the alerts including but not limited to those caused by transmission failures, incorrect email addresses, or phone numbers, or any actions or omissions by You or of the affiliate partner.
- 1.8. You warrant that all information provided under your CTOS User ID is accurate and valid, unless and until you update it via written notice to CTOS or through the CTOS User ID website (<https://ctosid.ctos.com.my>) or any other applicable CTOS platform.

2. General Terms and Conditions

- 2.1 CTOS reserves the right to amend, expand and/or vary any provisions of this Terms and Conditions and/or CTOS Services at any time. CTOS will give reasonable written, publication and/or electronic notification to the User of any changes required.
- 2.2 The User represents, warrants and undertakes that:
 - (a) The User has full legal right, power and authority to enter into and to execute, deliver and perform its obligations under this Terms and Conditions ; -
 - (b) All personal and/or corporate authorisation, action and/or other approvals required to perform the obligations under this Terms and Conditions have been taken; and
 - (c) The execution, entry and performance of this Terms and Conditions will not breach, conflict with, violate any provision any other constitutional document or result in the violation of any laws.
- 2.3 The User hereby agrees and warrants that it shall use the CTOS Services and any content and information obtained from CTOS for its personal 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.
- 2.4 The User shall not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose, any portion of CTOS Services, use of CTOS Services, or access to CTOS Services.
- 2.5 CTOS shall not be liable for a failure or delay in performing an obligation under this Terms and Conditions.
- 2.6 Notwithstanding anything herein contained, CTOS does not warrant and undertake that any data or information obtained from CTOS is permissible or admissible or can be adduced as evidence in any Court of law.
- 2.7 If the User uses CTOS Services to copy, display or distribute or perform other works, the User is responsible for obtaining all necessary permissions and/or licenses related thereto.
- 2.8 This Terms and Conditions shall be governed by the laws of Malaysia. If any term of this Terms and Conditions is unlawful and unenforceable, it will be severed from the rest of the Terms and Conditions which the latter remains in force.
- 2.9 This Terms and Conditions is binding upon all the successors-in-title of the User.
- 2.10 CTOS shall have the right to assign in whole or in part, any of its rights, interest or benefit whatsoever in CTOS Services to any person or persons.
- 2.11 Failure by CTOS to demand performance of any provision of this Terms and Conditions shall not be deemed a waiver of CTOS's right to demand performance at a later date.

- 2.12 No amendments to this Terms and Conditions or waiver of any rights hereunder shall be effective unless in writing and signed by CTOS.
- 2.13 All notices, demands or other communications required or permitted to be given or made pursuant to this Terms and Conditions by CTOS shall be in writing and delivered by CTOS' website notification, electronic communication, email, text messaging and /or post.
- 2.14 Any such notice, demand and/or communication shall only be deemed to have duly served on CTOS upon proof of delivery sufficiently show that the communication was duly delivered and acknowledged by CTOS.
- 2.15 CTOS shall not be liable for any direct or indirect, incidental, special, consequential, loss of profit, business interruptions, damage to reputation, or punitive damages incurred under this Terms and Conditions or by virtue of CTOS Services. CTOS shall not be liable for any loss, cost and/or damage suffered by the User, the Subject and/or any person/entity whose data are disclosed under the Services in relation to a cyber incident. A "cyber incident" means any unauthorized access to, disclosure, destruction, or disruption of data, information, or systems.
- 2.16 In the event that any of the term, condition, provision or any part of the Services hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such part thereto shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

Product and Services

Below are Terms and Conditions for the product and services provided through CTOS channels.

For CTOS Services purchased via affiliate partners' channel, please refer to the Terms and Conditions specified in the respective channels.

3. MyCTOS Score Report

Product description

- 3.1 CTOS Score is a credit score provided by CTOS using the assessment methodology adopted by CTOS.
- 3.2 CTOS Score is calculated based on algorithm of selected data input and selected credit information. This data input and credit information on You ("the Subject") are provided by and collated from various third parties' sources over a period of two years.
- 3.3 While CTOS strives for accuracy and reliability, CTOS does not guarantee the completeness or suitability of CTOS Score for any specific purpose.
- 3.4 You acknowledge and accept that CTOS Score may be different from the credit scores issued by financial institution and is just one factor in assessing Your creditworthiness / the Subject whereby other determining factors may be relevant.

- 3.5 By applying and extracting for CTOS Score, You hereby fully and unconditionally agrees to the assessment methodology, the selection and type of data input and credit information considered and adopted by CTOS in generating CTOS Score.
- 3.6 You further acknowledge that Your / the Subject's credit score generated through CTOS Score may or may not be favourable to User / the Subject which You hereby accept the risk and agrees that CTOS shall not be held liable for result of User's / the Subject's credit score.
- 3.7 Nothing herein stated shall limit the applicability of Section 30 and Section 31 of the Credit Reporting Agencies Act 2010. For general information on CTOS Score, please refer to <https://ctoscredit.com.my/personal/5-factors-can-impact-credit-score/>
- 3.8 By requesting and extracting CTOS Score, You agree that CTOS does not make any covenants, representations or warranties, including implied warranties of merchantability, fitness for a particular purpose, or non- infringement with respect to any credit score generated by CTOS and/or its technology partner / licensor.
- 3.9 The reference of CTOS Score herein shall refer and include any of its component, methodology / Model used to generate CTOS Score.

"Model/s" means the unique set of characteristics, attributes, and numeric weights of the scorecards of CTOS and/or its technology partner / licensor's analytic, including predictive or descriptive algorithms and/or equations developed and from which a score, cell assignment, report or other output is generated.

- 3.10 This request for CTOS Score by You, is strictly for Your own credit score and own use or if You have given consent to the Referral Party for such disclosure of your CTOS Score ("Permitted Use"). You shall use each such CTOS Score including any of its component only once and only in accordance with the Permitted Use for which You obtained the CTOS Score Report.
- 3.11 You acknowledge that CTOS Score is proprietary and that CTOS and/or its technology partner / licensor retain all its intellectual property rights in the CTOS Score and the methodology / Model used to generate CTOS Score.
- 3.12 CTOS procures for You, a personal, non-exclusive, non- transferable, limited license to use, internally, the component of the generated CTOS Score for the purpose of the extraction of Your own CTOS Score and for the lawful Permitted Use and purpose which at all times in compliance with the applicable Malaysian laws.
- 3.13 You shall not attempt to discover or reverse engineer any component of the CTOS Score or any of its scores, Models or other proprietary information of CTOS and/or its technology partner / licensor, or use CTOS Score or any part of it in any manner not permitted, including, without limitation, for resale to third parties, Model development, Model validation, Model benchmarking, or Model calibration or any other purpose that may result in the replacement of or discontinued use of CTOS Score or any of its component.
- 3.14 You shall not disclose the CTOS Score nor the results of any validations or other reports derived from the CTOS Score to any third party unless you have given consent to or such disclosure is clearly required by law and/or CTOS and/or its

licensor/technology partner provides written consent in advance of such disclosure whereby in such event the third party shall comply with these terms as herein stated.

- 3.15 You are solely responsible for use of any CTOS Score and for any liability arising out of such use or any data supplies in connection therewith. CTOS and/or its licensor/technology partner shall have no liability to You or any other third party arising from or related to any disputes, claims or litigation concerning any consumers or review or extension of credit, any third party product, data, materials, or any other information.
- 3.16 CTOS Score depends on credit history information as disclose and available to CTOS
- 3.17 You may request a copy of your MyCTOS Score Report at any time by contacting us.

Purchase of MyCTOS Score Report Plan, Renewal and Payment on CTOS mobile app and website

- 3.18 Being duly verified and as existing CID User, You will be able to purchase the Plan, henceforth referred to as “MyCTOS Score User”.
- 3.19 As MyCTOS Score User, You hereby agree and undertake to use the products and services in accordance with the terms and conditions herein including in ensuring that no other party accesses the products and services herein save for Yourself being the MyCTOS Score User. You shall use the products and service in accordance with all applicable laws in Malaysia and shall not misuse the data to mislead, deceive or defraud other parties, use for unlawful, unauthorize and/or improper or malicious purposes including but not limited to defame or discredit other parties.
- 3.20 You are absolutely and fully responsible for the control and security of the login ID and password. You shall be solely responsible and accountable for the usage, access, processing and/or extraction of any information, report and/or services made under Your login ID and password all of which shall be governed under the terms and conditions of this Agreement.
- 3.21 Purchase of the Product requires upfront successful payment using CTOS’s payment gateway provider, the data of which will be retained for future payments.
- 3.22 The Plan Period shall be as follows, as the case may be:
- (a) For the monthly plan (with auto renewal ON), a period of one (1) calendar month following the initial date of Your first purchase
 - (b) For the bundle plan, the duration shall commence from the initial date of your first purchase, based on the amount of bundle reports you have selected.
- 3.23 For monthly plan, it commences upon the first day of purchase (“Purchase Date”) for a period of 30 days from the Purchase Date. Auto-renewal is optional and can

be enabled or disabled by switching “ON” or “OFF” in the Auto Renewal toggle setting provided at the check-out page or in the Settings page.

- 3.24 For purchase of bundle reports plan, it commences upon the first day of purchase (“Purchase Date”) until the end of your selected plan period. Auto-renewal is optional and can be enabled or disabled by switching “ON” or “OFF” the Auto Renewal toggle setting provided at the check-out page in the platform.
- 3.25 You may continue to purchase the same MyCTOS Score Report plan at the same price by turning ON the Auto Renewal toggle setting provided at the check-out page or the Settings page. If you choose to turn ON the auto renewal, the subsequent MyCTOS Score Report plan shall start immediately after the end of your plan period. You will be automatically charged for Your subsequent purchase of MyCTOS Score Report plan on the day of your renewal date and Your subsequent will commence on the renewal date. For example, Renewal Date: 10/01/2025, you will be charged between 12.00AM to 11.59PM on 10/01/2025.
- 3.26 If you wish to cancel Your plan, You may do so by switching “OFF” the Auto Renewal toggle or cancel Auto Renewal in the Settings page at least 1 day prior to your renewal date as shown on the check-out page and in the Settings page upon your enrolment and thereafter Your current plan shall expire at the end of your plan period. For example, supposed Renewal Date: 10/01/2025, must be cancelled by: 09/01/2025 or else you will be automatically charged on 10/01/2025 for your subsequent plan activation and your new plan will commence on 10/01/2025.
- 3.27 For avoidance of doubt, after the payment has been reflected, your purchase of MyCTOS Score Report plan(s) shall be deemed as duly completed transaction with no cancellation or refund is allowed and MyCTOS Score Report(s) will be delivered to you accordingly based on the type of plans you have chosen.
- 3.28 If payment fails, You are expected to take immediate action to ensure successful payment, such as updating your payment method. CTOS shall not be responsible in any way for such payment status notices including any errors or inaccuracies made in transmission, including transmission to erroneous email addresses or phone numbers, or failure of transmissions.
- 3.29 Where renewal is concerned, in the event of failed payments for reasons such as but not limited to card expiry, card termination, credit limit reached or insufficient funds in associated account, Your Plan will be suspended pending successful payment. During suspension, alert activities associated with the Plan, as well as the periodic furnishing of MyCTOS Score Reports, will not be carried out.
- 3.30 From time to time, CTOS may at its sole discretion offer promotional discounts subject to Your strict compliance of certain terms and conditions as shall be published in appropriate channels periodically. Unless otherwise stated, such promotional discounts shall not avail or entitle You to any identical or additional discounts or other privileges upon renewal of plan or in all other circumstances.

CTOS reserves the right to change the price, automatic renewal and payment mechanism of the plan upon giving prior notice to You.

Important: Disclaimer

- 3.31 This product (MyCTOS Score Report) is provided in strict confidence for Your personal use only. The information provided by purchasing this product contains information compiled from data sources which CTOS does not control and which may not have been verified unless otherwise stated.
- 3.32 CTOS shall not be liable for any mistakes, acts or omissions, negligence of any Content and Information Providers (CIP) and accept any limitation or exclusion of liability clauses inherent in the services provided by the CIP.
- 3.33 You are also aware and take note that your credit score in MyCTOS Score Report or the details therein may remain unchanged due to the stability of your credit activities based on the regular monthly updates from CIPs – for example, making timely loan repayments, keeping low credit card balances, and not opening new credit accounts—your score is likely to remain stable.
- 3.34 The Product is provided to You on an "AS IS" and "AS AVAILABLE" basis with all faults and defects without warranty of any kind.
- 3.35 CTOS has made every effort to ensure the accuracy and correctness of the contents, information or data provided by the product.
- 3.36 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 product and/or of any information provided.
- 3.37 CTOS has made every effort to ensure the accuracy and correctness of the contents, information or data.
- 3.38 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.
- 3.39 The Services or report may display, include or make available third-party content (including data, information, service and products) or provide links to third-party websites or services ("Third-Party Services").
- 3.40 You acknowledge and agree that the Services shall be provided 'as is' and CTOS shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.
- 3.41 By purchasing the Product, You agree that 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.
- 3.42 Any condition or warranty which may be implied or incorporated within this Terms and Conditions 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.
- 3.43 You are 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 You as a result of You relying on the Services.

- 3.44 CTOS accepts no responsibility whatsoever for the accuracy, completeness or content of information that You 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 You as a result of any act or omission or breach of this Terms and Conditions by CTOS and in any such instance, You hereby holds harmless and indemnifies CTOS against any claims, losses, costs or damages arising as a result of any claim made against You or any of its affiliates in respect of any act or omission or breach of this Terms and Conditions by CTOS.
- 3.45 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.
- 3.46 Without prejudice to the foregoing, CTOS, its respective officers, employees, agents, suppliers, technology partners and licensors shall not be liable to You 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) Your usage or inability to use the product or any part thereof;
 - b) Any error, omission or inaccuracy with respect to the product rendered or provided; the inaccuracies, delays, omissions, non-deliveries of information caused by any human/mechanical/electronic/electrical fault, omission, breach of contract, negligence or otherwise;
 - c) Cyber incident. A "cyber incident" means any unauthorized access to, modification, disclosure, destruction, or disruption of data, information, or systems.
- 3.47 Further, You acknowledge and agree that where the product involves third party's source of information or services for delivery of the Product, CTOS shall not be liable for any delays or non-delivery of the services by the product caused by the third party including those caused by CTOS' technology partner, licensor, credit information provider, telecommunication providers, Internet Service Providers, CTOS' subscribers and /or any other third party.

3.48 Limitation of Liability

CTOS HEREBY DISCLAIM WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

IN NO EVENT SHALL CTOS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY You OR ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF USER OR SUCH A PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND EVEN SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL CTOS' COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY You HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE CTOS CREDIT SCORE THAT IS THE SUBJECT OF THE CLAIM(S) OR MALAYSIA RINGGIT ONE HUNDRED (RM100), WHICHEVER AMOUNT IS LOWER.

3.40 Registration Requirement for Non-Registered User and Registered User

(i) Purchase Now, Sign Up Later

If You Are Not Registered CID User: You can purchase and pay for the MyCTOS Score Report now. However, for CTOS to issue and for you to receive the report, you must register as a CID user within 3 months from the date of successful purchase and payment. Please note that your purchase will expire at the end of the said 3 months' period and you will not be eligible for a refund if you do not complete your registration in time. Your payment will be forfeited forthwith upon the expiration of the registration period.

CTOS reserves the right to amend, expand and/or vary any provisions of this Terms and Conditions and/or CTOS Services at any time. CTOS will give reasonable written, publication and/or electronic notification to the User of any changes required.

(ii) Registered User

If You Are Registered CID User: To ensure your security, you will be asked to verify your identity with an SMS OTP before you complete your payment.

4. CTOS SecureID (CSI)

Product description

- 4.1 This product monitors for identity theft, data breaches, misuse of personal identifiable information (PII), and provides credit score updates.
- 4.2 Identity theft insurance benefits are provided under a master policy administered by a third-party insurance provider.
- 4.3 CTOS is not liable for any claims under this policy. For more information, please refer the policy at <https://ctoscredit.com.my/wp-content/uploads/2025/02/05022025-Zurich-Takaful-PDS.pdf>

- 4.4 CSI Subscriber hereby agrees and undertakes to use the products and services in accordance with the Terms and Conditions herein including protecting its identity from theft and ensuring that no other party accesses the products and services herein save for the CSI Subscriber himself/herself.
- 4.5 Further, CSI Subscriber shall use the products and service in accordance with all applicable laws and not misuse the data to mislead, deceive or defraud other parties.
- 4.6 Subscription to the Product requires upfront successful payment using either an eligible credit card or an eligible debit card, the data of which will be retained for future payments.

4.7 Monthly Subscription

- 4.7.1 For the monthly subscription plan, a period of one (1) calendar month following the initial date of subscription
- 4.7.2 For monthly subscription plan: CSI Subscriber monthly subscription will start when CTOS confirms the payment and will continue for a period of thirty days.
- 4.7.3 When CSI Subscriber enrolls a monthly subscription plan, auto-renewal is automatically selected in your Account.
- 4.7.4 Recurring payment for your monthly subscription will take place between 12th to 17th of every month.
- 4.7.5 You will automatically be billed for an additional subscription term of 30 days at the then-current pricing.
- 4.7.6 There is 3-month lock-in period in the monthly subscription plan. If you do not wish your subscription to auto-renew, you may cancel your subscription in your Account after the lock-in period and prior to the end of your current subscription term.
- 4.7.7 If you wish to cancel your subscription after the 3-month lock-in period, please do so before or after the 12th and 17th of every month to avoid being charged.
- 4.7.8 In the event CSI subscriber cancels the monthly subscription plan, CSI Subscriber will not receive a prorated refund.

4.8 Yearly Subscription

- 4.8.1 For the yearly subscription plan, a period of twelve (12) calendar months following the initial date of subscription.
- 4.8.1 For yearly subscription plan: CSI Subscriber annual subscription will start when CTOS confirms your payment and will continue for a period of one year.
- 4.8.2 Annual subscriptions purchased on the yearly subscriptions are paid in full in advance.
- 4.8.3 When you purchase an annual subscription, auto-renewal is automatically selected in your Account.
- 4.8.4 At the end of the annual Subscription Period, CTOS will bill you for an additional subscription term of one year at then-current pricing.

- 4.8.5 If you do not wish your subscription to auto-renewal, you may cancel your subscription in your Account prior to the end of your current subscription term.
- 4.8.6 Cancellation must be done before the 12th of the month to avoid being charged. Example: If you subscribe on between 1st to 31st January 2025, your cancellation must be done before 12th January 2026.
- 4.8.7 In the event CSI subscriber cancels the yearly subscription plan, CSI Subscriber will not receive a prorated refund however the services shall be provided until your current subscription period ends.

4.9 Payment for CSI subscription

- 4.9.1 Payments for the monthly and yearly subscription plans will automatically be carried out up to three (3) calendar days prior to subscription renewal.
- 4.9.2 If payment fails, the CSI Subscriber is expected to take remedial action to ensure successful payment, such as removing any inhibiting factors from their existing registered card or registering a new credit card or debit card for subscription payment purposes.
- 4.9.3 CTOS shall not be responsible in any way for such payment status notices including any errors or inaccuracies made in transmission, including transmission to erroneous email addresses or phone numbers, or failure of transmissions.
- 4.9.4 Where renewal is concerned, in the event of three (3) failed payments for reasons such as but not limited to card expiry, card termination, credit limit reached, or insufficient funds in associated account, the CSI Subscriber's subscription will be suspended pending successful payment.
- 4.9.5 During suspension, monitoring and Alert activities associated with the Product, as well as the periodic refurbishing of MyCTOS Score Reports, will not be carried out.
- 4.9.6 From time to time, CTOS may at its sole discretion offer promotional discounts subject to CSI Subscriber strictly abiding by certain Terms and Conditions as shall be published in the Appropriate Channels periodically.
- 4.9.7 Unless otherwise stated, such promotional discounts shall not avail or entitle the CSI Subscribers to identical or additional discounts or other privileges upon renewal of subscription or in all other circumstances.
- 4.9.8 CTOS reserves the right to change the price, automatic renewal and payment mechanism of the subscription upon giving prior notice.

4.10 Obligation of CSI User

- 4.10.1 Eligible Customers hereby agree that no product is capable of preventing or detecting all forms of identity theft.
- 4.10.2 Eligible Customers agree that they will take reasonable precautions to protect and safeguard personal and financial information and avoid disclosure of any such information to any individual or entity, known or unknown, that could be reasonably expected to improperly use such information.

- 4.10.3 Unless otherwise required by law, Eligible Customers agree to maintain confidentiality of this Terms and Conditions.
- 4.10.4 Eligible Customers hereby agree and warrant to use the Product and any content and information obtained from CTOS for their personal use only and shall not disclose any information to or allow access by third persons to information provided by or received on account of the Product without the prior written consent from CTOS.
- 4.10.5 CTOS hereby reserves its rights and owns all intellectual property rights (“CTOS IPR”) associated/vesting in the products and services offered herein and CSI Subscriber undertakes and agrees not to use, imitate or register CTOS IPR without express written authorization.
- 4.10.6 CSI Subscriber hereby holds harmless and indemnifies CTOS in entirety against any costs, claims, losses or damages including costs incurred on a client-solicitor basis where the same arise or potentially arise from breaches or violations of this Terms and Conditions.
- 4.10.7 CTOS reserves the right at its sole discretion to disqualify any Eligible Customers for any reason whatsoever including where CTOS determines such Eligible Customers to be tampering with the identity verification during CID sign up and/or subscription process, or to be acting in breach or potential breach of these Terms and Conditions.
- 4.10.8 CTOS reserves the right to alter the Product in any way, including but not limited to the Product name, scope of monitoring and alerts, mediums of communication, pricing, identity verification criteria, consent gathering and storage, data collection and storage, subscription criteria, Subscription Period, subscription renewal and cancellation policy.
- 4.10.9 Such alterations include discontinuation of the Product as an offering to Eligible Customers.
- 4.10.10 For the avoidance of doubt, any alteration, discontinuation or termination of associated services related to this Product by CTOS shall not entitle any of the Eligible Customers/CSI Subscribers or any other persons whatsoever to any claim or compensation against CTOS for any losses or damages suffered or incurred by the Eligible Customers/CSI Subscribers as a direct or indirect result of the act of alteration, discontinuation or termination of associated services related to this Product.
- 4.10.11 Furthermore, CSI Subscribers who cancel their subscription for whatever reason are not eligible for a refund of monies paid to subscribe to the Product.
- 4.10.12 By participating in activities associated with this Product including but not limited to signing up for a CID account as well as paying for subscription of the Product, the CSI Subscribers hereby agree that CTOS shall not in any manner whatsoever be liable or held responsible to the CSI Subscribers if CTOS is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God

beyond CTOS's control or due to any factor in a nature of a force majeure which is beyond CTOS's reasonable control.

- 4.10.13 CTOS shall not be liable to any Eligible Customer/CSI Subscriber or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising.
- 4.10.14 CTOS reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein.
- 4.10.15 Notification to Subscribers in respect of the Amendment shall be effected at CTOS's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CTOS's website and CTOS's branches where detail provisions regarding the Amendment may be provided in the notice itself or by any other means of notification which CTOS may select and the Amendment shall be deemed as binding on the subscribers as from the date of notification of the Amendment or from such other date as may be specified by CTOS in the notification.
- 4.10.16 Eligible Customers/CSI Subscribers acknowledge and agree to access CTOS's website at regular intervals to view the Terms and Conditions of the Product and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions.
- 4.10.17 No compensation in cash or any kind shall be given to the Eligible Customers/CSI Subscribers for any losses or damages suffered or incurred by the Eligible Customers/CSI Subscribers as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.

5. CTOS Company/Business Profile Report

5.1 Purposes of Usage

The User hereby warrants that the User 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 /potential employer / investment companies/ service providers
- (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 unlawful, unauthorized and/or improper or malicious purposes including but not limited to defame or discredit other parties.

5.2 Use of Services

5.2.1. The User hereby accepts and agrees to the terms and conditions in this Agreement.

5.2.2. 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.

5.2.3. 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.

5.2.4. If applicable, the User shall procure the consent of the Subject (the Company's representative) as mentioned herein under this Agreement:-

- 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.

5.2.5. Notwithstanding the Subject's consent being given and received by CTOS, the User hereby agrees that CTOS reserves its absolute right to withhold or not provide any report requested by the User on any reason and without prior notification to the User.

5.2.6. In any event, where CTOS refuses or is unable, cannot or prohibited from giving a report requested, the User shall not be charged in respect of that request made.

5.2.7. CTOS shall provide a unique login ID for the User access to CTOS's services via CTOS website and mobile application.

5.2.8. The User is absolutely and fully responsible for the control and security of the login ID and password. The User shall be solely responsible and accountable for the usage, access, processing and/or extraction of any information, report and/or Services made under the User's login ID and password all of which shall be governed under the terms and conditions of this Agreement.

5.2.9. Access to CTOS shall terminate automatically in the event the User's use of the approved applications mentioned above is terminated for whatever reason.

5.3 Services Integrity

5.3.1. 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.

5.3.2. 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.

5.3.3. Where the Services involve third party channels for delivery of the Services, CTOS shall not be liable for any delays or non-delivery of the Services caused by these third party channels. These include the telecommunication providers as well as any Internet Service Providers or any other third party.

5.4 Obligations of CTOS and User

5.4.1. 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:
- iii. The use of passwords, credential tokens, digital signatures or other mechanisms; and
- iv. User identification;
- v. To provide information and training to ensure compliance with the policies, procedures and controls;
- vi. To monitor usage and regularly check compliance with the policies, procedures and controls;
- vii. To take appropriate action in relation to identified breaches of the policies, procedures and controls; and
- viii. To maintain logs of all accesses, amendments and audit trails to the credit information provided to it by the credit reporting agency.

(h) If applicable, 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.

(i) If applicable, 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.

(j) The User undertake and confirm that the User shall not disclose or permit any person or entity to access, use, share, transfer, disclose, commercialize, create, reproduce any derivative product or otherwise provide further access to the credit information or any information produced in the report to any third party including the data subject of such information. The User shall not disclose the information provided in the report nor the results of any validations or other reports derived from CTOS to any third party unless such disclosure is clearly required by law and/or CTOS and/or its licensor/technology partner/CIP provides written consent in advance of such disclosure whereby in such event the third party shall comply with these terms as herein stated.

(k) The User is solely responsible for use of any information in the report and for any liability arising out of such use or any data supplies in connection therewith. CTOS and/or its licensor/technology partner/CIP shall have no liability to the User or any other third party arising from or related to any disputes, claims or litigation concerning any consumers or review or extension of credit, any third party product, data, materials, or any other information. The

information depends on the information provided by CTOS' CIP at the time of purchase.

CTOS HEREBY DISCLAIM WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

NO EVENT SHALL CTOS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE USER OR ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF USER OR SUCH A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL CTOS' COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY THE USER HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE REPORT THAT IS THE SUBJECT OF THE CLAIM(S) OR MALAYSIA RINGGIT ONE HUNDRED (RM100), WHICHEVER AMOUNT IS LOWER.

5.5 Disclaimer of Warranty

- 5.5.1. 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. The Services or report may display, include or make available third-party content (including data, information, service and products) or provide links to third-party websites or services ("Third-Party Services"). The User acknowledges and agrees that the Services shall be provided 'as is' and CTOS shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.
- 5.5.2. 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.
- 5.5.3. 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.

5.5.4. 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.

5.5.5. 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.

5.6 Billing and Payment

5.6.1. By purchasing report from CTOS you agree to CTOS's Privacy Policy: Type of Personal Information Collected including payment information.

5.6.2. All billings are by way of electronic billing (E-Billing) via third party payment gateway and the User hereby agrees to such electronic mode of billing. All invoices and receipts shall be made available to the User via email.

5.6.3. All payments are due upon the User's decision to purchase CTOS report.

5.6.4. The accepted mode of payment is via eWallet and FPX Payment (Financial Process Exchange).

5.6.5 In respect of Services relating to Central Credit Reference Information System (CCRIS), in the event that consent is not provided for enquiry under CCRIS Services, CTOS will allow the User to pull report of the same value on a different entity provided that consent for such entity is provided and the period between payment and consent provided does not exceed 30 days.

5.6.6. There will not be any monetary refund should the User had placed a wrong company report for Company/Business Profile Report. It is the User's duty to ensure that the company/business report placed is correct before making payment.

5.6.7. The report will be generated using fresh, live data from our CIP system. However, if a user repurchases the same company or business report within a short period of time, the results may remain unchanged if there have been no recent updates. Below is the typical update frequency for the data included:

- i) Financial highlights – Updated annually (once every year)
- ii) Ad-hoc updates – Information such as directorships, shareholder details, business owners, company secretary, and business address is updated on an ad-hoc basis as and when changes are received.

5.7 Terms and Termination & Suspension

5.7.1. Upon clicking "I Agree" the User agree that this registered user account (CID account) shall be owned, operated and /or accessed ONLY by the User. Any termination of registered user account shall be terminated after (1) month of prior written request made by the User to CTOS. 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, in compliance to any new law or regulations issued by a Court of law or competent authority.

5.7.2. CTOS may withhold, suspend and/or terminate the User's use of the Services 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 the access to the Services by the User 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.

5.8 Intellectual Property Rights

5.8.1. CTOS and/or its licensor and/or technology partner own the Intellectual Property rights to the Services and shall retain all rights, title and interest to the Services and any report issued therewith. All Intellectual Property including designs, copyrights, trade names and trademarks (including but not limited to the CTOS' Trademark) associated with CTOS or the Services shall remain the sole and exclusive property and ownership of CTOS and /or its licensor and/or technology partner. The User shall not acquire, nor claim any right, title or interest in or to any of the Intellectual Property through the Services or this Agreement including any derivative work therein. If the use of the Services infringes any intellectual property rights of third party, CTOS shall have the right, in its sole discretion, to change or withdraw the Services, with immediate effect.

5.8.2. 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

Services.

5.8.3. The User warrants, undertakes and agrees the "CBPR", "CBPR Plus" and "Fresh Investigative 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 "CBPR", "CBPR Plus" and "Fresh Investigative Report", or represent that "CBPR", "CBPR Plus" and "Fresh Investigative Report" as the User's brand/trade name.

5.8.4. The use of any trademark of the "CBPR", "CBPR Plus" and "Fresh Investigative 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.

5.9 Confidentiality

5.9.1. Unless otherwise required by law, the User and CTOS agree to maintain confidentiality of this Agreement. CTOS hereby warrants to the User that all personal information provided during registration and consented to be shared with the partner application shall be kept strictly private and confidential for the purpose of CTOS' business and operation except for the purposes for complying to the Credit Reporting Agencies Act 2010, the Personal Data Protection Act 2010 or any laws governing CTOS or the Services and/or providing support to the User for the usage of the Services.

5.9.2. CTOS shall not allow any third party access to any of the User's personal information except as required by CTOS and/or CTOS' authorized party for the purpose of carrying out its business and operation under the Credit Reporting Agencies Act 2010, any relevant laws or regulatory requirement governing the Services and/or CTOS business.

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

5.10.1. The User hereby agrees that CTOS may acquire, process, use and/or disclose the data of the User, the Subject 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 process, use and/or disclose the data provided or extracted by the User and/or Subject for the purpose of carrying out its business operation including but not limited to carrying out its rights, obligations, undertaking and/or warranty under its credit reporting business and commercial activities related to the User and/or Subject;
- iii. 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;
- iv. 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;
- v. may contact the User with regards to any new offerings of any related product/services by CTOS; and
- vi. may use the User's data for the purpose of statistical and marketing analysis on the related range of product /services by and CTOS.

5.10.2. The User hereby agrees and acknowledges that CTOS reserves the right to suspend, terminate, cancel this Agreement and/or the request for the Services for any reason whatsoever including but not limited to, in the event that the required consent/s from the User, the Subject, the directors, partners, proprietors, guarantor of the company/business could not be secured to enable due diligence processes to be conducted by CTOS.

5.12. General

5.12.1 CTOS reserves the right to amend, expand and/or vary any provisions of this Agreement and/or the Services at any time. CTOS will give reasonable written, publication and/or electronic notification to the User of any changes required. 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.

5.11.2 The User represents, warrants and undertakes that:

- (a) the User has full legal right, power and authority to enter into and to execute, deliver and perform its obligations under this Agreement;

- (b) all personal and/or corporate authorisation, action and/or other approvals required to perform the obligations under this Agreement have been taken; and
- (c) the execution, entry and performance of this Agreement will not breach, conflict with, violate any provision any other constitutional document or result in the violation of any laws.

- 5.11.3 The User hereby agrees and warrants that it shall use the Services 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.
- 5.11.4 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 Services.
- 5.11.5 CTOS shall not be liable for a failure or delay in performing an obligation under this Agreement.
- 5.11.6 Notwithstanding anything herein contained, CTOS does not warrant and undertake that any data or information obtained from CTOS is permissible or admissible or can be adduced as evidence in any Court of law.
- 5.11.7 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.
- 5.11.8 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 without further notice, effective immediately.
- 5.11.9 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.
- 5.11.10 This Agreement is binding upon all the successors-in-title of the User.
- 5.11.11 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.
- 5.11.12 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 CTOS.
- 5.11.13 All notices, demands or other communications required or permitted to be given or made pursuant to this Agreement by CTOS shall be in writing and delivered by CTOS' website notification, electronic communication, email, text messaging and /or post. Any such notice, demand and/or communication shall only be deemed to have duly served on CTOS upon proof of delivery sufficiently show that the communication was duly delivered and acknowledged by CTOS.
- 5.11.14 CTOS shall not be liable for any direct or indirect, incidental, special, consequential, loss of profit, business interruptions, damage to reputation, or punitive damages incurred under this Agreement or by virtue of the Services. CTOS shall not be liable for any loss, cost and/or damage suffered by the User,

the Subject and/or any person/entity whose data are disclosed under the Services in relation to a cyber incident. A "cyber incident" means any unauthorized access to, disclosure, destruction, or disruption of data, information, or systems.

- 5.11.15 In the event that any of the term, condition, provision or any part of the Services hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such part thereto shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

6. Intellectual Property Rights

CTOS and/or its licensor and/or technology partner own the Intellectual Property rights to the Services and shall retain all rights, title and interest to the Services and any report issued therewith. All Intellectual Property including designs, copyrights, trade names and trademarks (including but not limited to the CTOS' Trademark) associated with CTOS or the Services shall remain the sole and exclusive property and ownership of CTOS and /or its licensor and/or technology partner. You shall not acquire, nor claim any right, title or interest in or to any of the Intellectual Property through the Services or this Terms and Conditions including any derivative work therein. If the use of the Services infringes any intellectual property rights of third party, CTOS shall have the right, in its sole discretion, to change or withdraw the Services, with immediate effect.

You 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 Services.

7. CTOS' rights, Amendment and Modifications

- 7.1 CTOS reserves the right at its sole discretion to disqualify You for any reason whatsoever including but not limited where CTOS determines that You have been tampering with the identity verification during CID sign up and/or plan process, acting in breach or potential breach of this Terms and Conditions.
- 7.2 CTOS reserves the right to alter the product in any way, including but not limited to the product name, mediums of communication, pricing, identity verification criteria, consent gathering and storage, data collection and storage, the CTOS Services requirements, criteria's, Terms and Conditions including cancellation policy. Such alterations include discontinuation of the Product as an offering to You.
- 7.3 For the avoidance of doubt, any alteration, discontinuation or termination of associated services related to this Product by CTOS shall not entitle You or any other persons whatsoever to any claim or compensation against CTOS for any losses or damages suffered or incurred by You as a direct or indirect result of the

act of alteration, discontinuation or termination of associated services related to this Product. You will not be eligible for a refund of monies paid to purchase the Product.

- 7.4 By participating in activities associated with this Product including but not limited to signing up for a CID account as well as paying for the Product, You hereby agree that CTOS shall not in any manner whatsoever be liable or held responsible to You if CTOS is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CTOS's control or due to any factor in a nature of a force majeure which is beyond CTOS's reasonable control.
- 7.5 CTOS reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein. Notification to You in respect of the Amendment shall be effected at CTOS's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CTOS's website and CTOS's branches where detail provisions regarding the Amendment may be provided in the notice itself or by any other means of notification which CTOS may select and the Amendment shall be deemed as binding on You as from the date of notification of the Amendment or from such other date as may be specified by CTOS in the notification. You acknowledge and agree to access CTOS's website at regular intervals to view the Terms and Conditions of the Product and to ensure that You keep updated with any changes or variations to these Terms and Conditions.
- 7.6 No compensation in cash or any kind shall be given to You for any losses or damages suffered or incurred by You as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
- 7.7 The clauses under this Terms and Conditions (as amended from time to time) shall prevail over any provisions or representations contained in any other promotional materials advertising this Product.
- 7.8 This Terms and Conditions shall be governed in accordance with the laws of Malaysia and You hereby submit to the exclusive jurisdiction of the courts of Malaysia.
- 7.9 In the event of ambiguities, conflicts or possible variations in interpretation between the English version and other languages of this document, Terms and Conditions, website or brochure etc, this Terms and Conditions shall always prevail.

8. Confidentiality

Unless otherwise required by law, You and CTOS agree to maintain confidentiality of this Terms and Conditions. CTOS hereby warrants to You that all information input by You shall be kept strictly private and confidential for the purpose of CTOS'

business and operation except for the purposes for complying to the Credit Reporting Agencies Act 2010, the Personal Data Protection Act 2010 or any laws governing CTOS or the Services and/or providing support to You for the usage of the Services.

CTOS shall not allow any third party access to any of Your information except as required by CTOS and/or CTOS' authorized party for the purpose of carrying out its business and operation under the Credit Reporting Agencies Act 2010, any relevant laws or regulatory requirement governing the Services and/or CTOS business or any other purpose per your given consent in this Terms and Conditions.

9. Obligations of CTOS and User

9.1 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 Terms and Conditions, whether before the effective date of the Terms and Conditions, during the period of the Terms and Conditions or after the expiry or termination of this Terms and Conditions.
- (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 Terms and Conditions.

- (f) The User shall promptly cooperate with CTOS in its efforts to investigate and resolve complaints and correction requests of credit information.

10. Services Containing Central Credit Reference Information System (CCRIS)

Where the Services involve the access, disclosure and/or usage of Central Credit Reference Information System ("CCRIS") by Bank Negara Malaysia ("BNM") by the User, the Subscriber shall ensure that prior explicit written consent of the User or the Subject must be obtained before submitting an enquiry on the User's or Subject's CCRIS information respectively. The scope of consent given by the User or obtained from the Subject must include these respective requirements stated herein.

10.1 CCRIS section in CTOS CBPR Plus and Fresh Investigative 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") and Dishonoured Cheque Information System ("DCHEQS") of BNM.

Extraction of CCRIS Information on the Subject

10.2. The User understands that consent is required from the Subject of enquiry whenever an enquiry is made on the Subject for the CCRIS details.

10.3. The User undertakes that he/she will secure the Subject's consent, for the following:

- (a) For the User and CTOS to access the Subject's credit information from CCRIS & DCHEQS
- (b) For CTOS to disclose the Subject's credit information from CCRIS & DCHEQS to the User

10.4. The User understands that he/she will be required to provide the copy of the consent to CTOS for the purpose of compliance audit.

10.5. The User hereby declares that:

- (a) He/she has the required consent forms, documentation in place to satisfy the periodic audit requirements by CTOS.
- (b) He/she has established a process to ensure all credit information obtained from the CCRIS are kept secure and confidential.

Extraction of CCRIS Information on User

10.6 The User understands that the User's explicit consent is required whenever an enquiry is made by the User for the User's CCRIS information.

10.7 The User hereby request CTOS and provide explicit written consent to CTOS for CTOS to access, process, use and/or disclose the User's credit information and/or credit report issued by CTOS for the purpose of the User's transaction and for the purpose of the credit reporting services perform by CTOS under the Credit Reporting Agencies Act 2010.

10.8 The User hereby provide explicit written consent to CTOS to access, process, use and/or disclose the User's CCRIS information issued by BNM.

10.9 The User understands and agrees to the following Terms and Conditions:

- a. The User hereby give consent to BNM to disclose the User's CCRIS and DCHEQS information to CTOS for the purposes of credit reporting, credit assessment, know your customer ("KYC") procedures, or for such other purposes as authorized by BNM in accordance with Section 47(2)(c) of the Central Bank of Malaysia Act 2009 ("CBA");
- b. The User hereby give consent to CTOS to access and use the User's CCRIS details for credit reporting, credit assessment, e-KYC procedures, or for such other purposes as authorized by BNM in accordance with Section 47(2)(c) of the CBA; and
- c. The User further agree and give the User's additional consent as may be specified by BNM from time to time.

10.10 The User fully acknowledge and agree that:-

- a. The User is fully responsible for the access, process, usage and/or disclosure of the credit information, credit report CCRIS information and any report issued on the CCRIS information by CTOS to the User;
- b. The User shall indemnify and keep CTOS indemnified against all actions, proceedings, costs, claims, demands, liabilities, and expenses sustained, incurred, or paid by CTOS due to the access, process, usage and/or disclosure of the User's credit information, credit report or CCRIS information by the User; and
- c. The User further understand and agree that the access, process, usage and/or disclosure of the User's credit information, credit report or CCRIS information are subject to all applicable laws, including but not limited to the Personal Data Protection Act 2010, Credit Reporting Agencies Act 2010, Central Bank of Malaysia Act 2009, and Financial Services Act 2013, as well as regulations and guidelines required by BNM, which may change from time to time.

10.11 The User shall not make any further disclosure of the User's CCRIS information or any report concerning the User's CCRIS to any third party.

10.12 The User shall be fully responsible for the access, disclosure and/or usage of CCRIS information and/or report issued. The User shall fully indemnify and keep CTOS indemnified at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by CTOS, either directly or indirectly that may arise from the disclosure, access or use of CCRIS information and/or report issued on the CCRIS information by the User.

10.13 The User understands and agrees that the access, disclosure and/or usage of CCRIS information are subject to all applicable laws including the implementation of Personal Data Protection Act 2010, Credit Reporting Agencies Act 2010, Central Bank of Malaysia Act 2009 and Financial Services Act 2013 as well as regulations and guidelines as required by BNM, whereby such laws and/or requirements are subject to change from time to time.

11. Correction of Information

Should you find any information in any part of the report inaccurate, incomplete, not up-to-date or misleading you may correct it by informing and providing us with the necessary documents to support your claim. For any update on the legal proceedings, you may do any of the following: **Settlement Remark Update**

If legal actions taken against you are settled or have come to a conclusion, "settlement remarks" can be inserted to the records.

You need to provide us documents proving settlement i.e. plaintiff's letter of discharge, withdrawal or settlement, court order of dismissal, striking off, proof of debt statements, etc. A remark shall be inserted upon the verification of the documents.

Subject's Comment

You may offer explanations and tell "your side of the story" on any item in your report using our "Subject's Comments" facility. These will be made known to any CTOS subscribers who make an enquiry on you.

Currently, no fees are charged for input of any settlement remarks updates or any Subject's Comments input.

For any further clarification or assistance, please contact our Settlement and Records Update Section (SARUS) at 603-27228833.

12. Purchase & Payment

General

- 12.1 By proceeding with payment, you agree to allow us to process your transaction through our trusted payment gateway provider and agree to their Terms and Conditions.
- 12.2 All payments are subject to the Terms and Conditions of the payment gateway, including their policies on security, refunds, and dispute resolution.
- 12.3 Payment methods may differ according to different channels of purchase.
- 12.4 Price of product is inclusive of tax.
- 12.5 From time to time, CTOS may at its sole discretion offer promotional discounts subject to Your strict compliance of certain Terms and Conditions as shall be published in appropriate channels periodically, if any. Unless otherwise stated, such promotional discounts shall not avail or entitle You to any identical or additional discounts or other privileges which is not agreed or issued by CTOS
- 12.6 CTOS or its payment gateway partner reserves the right to change the price, and payment mechanism of the Product upon giving prior notice to You.

13. Termination & Suspension

- 13.1 CTOS hereby reserves the right to terminate this Terms and Conditions for any reason whatsoever and without any liability by giving fourteen (14) calendar days' prior notice to You.
- 13.2 You hereby agree that Your early cancellation or termination of this Terms and Conditions shall not make You entitle to any refunds or rebates of subscription fees paid in advance.
- 13.3 All of CTOS' liabilities shall be discharged forthwith upon termination or cancellation of your subscription.
- 13.4 CTOS may withhold, suspend and/or terminate Your usage or Subscription of the Services immediately if:
 - (a) CTOS reasonably believes that You are not complying with any of the obligations under this Terms and Conditions.
 - (b) You commit any act or omission not permitted under this Terms and Conditions or the access to the Services by You is detrimental to CTOS.
- 13.5 Any indulgence of time or of any kind which CTOS grants You shall not nullify or prejudice any rights of CTOS set out in this Terms and Conditions.
- 13.6 CTOS reserves the right to disqualify users for fraud, misuse, or breach of terms.
- 13.7 CTOS hereby reserves the right to terminate this Terms and Conditions for any reason whatsoever and without any liability by giving fourteen (14) calendar days' prior notice to You.
- 13.8 You hereby agree that once purchased and paid for CTOS Services, You shall not be entitled to any refunds or rebates. All of CTOS' liabilities shall be discharged forthwith upon delivery of MyCTOS Score Report to your registered email.
- 13.9 CTOS may withhold, suspend and/or terminate Your usage of the Services immediately if:

- (a) CTOS reasonably believes that You are not complying with any of the obligations under this Terms and Conditions.
- (b) You commit any act or omission not permitted under this Terms and Conditions or the access to the Services by You is detrimental to CTOS.

13.10 Any indulgence of time or of any kind which CTOS grants You shall not nullify or prejudice any rights of CTOS set out in this Terms and Conditions.

14. General inquiry

Any claim, disputes, inquiries and/or complaint shall be resolved directly with CTOS by contacting CTOS at Level 9, Menara CelcomDigi. No 6, Persiaran Barat, Seksyen 52, Petaling Jaya, 46200 Selangor, Malaysia or Email: contactus@ctos.com.my.

15. Abbreviation

Abbreviation	Full Form
BNM	Bank Negara Malaysia
CBA	Central Bank of Malaysia Act 2009
CCRIS	Central Credit Reference Information System
CID	CTOS ID
CIP	Content and Information Providers
CRA Act	Credit Reporting Agencies Act 2010
CSI	CTOS SecureID
CTOS	CTOS Data Systems Sdn. Bhd.
DCHEQS	Dishonoured Cheques Information System
e-KYC	Electronic Know Your Customer

IPR	Intellectual Property Rights
KYC	Know Your Customer
MyKad	Malaysian Identity Card
OTP	One-Time Password
PDS	Product Disclosure Statement
PII	Personally Identifiable Information
SARUS	Settlement and Records Update Section
CBPR	Company / Business Profile Report
CBS	CTOS Business System