

SECURITIES COMMISSION MALAYSIA

TERMS AND CONDITIONS OF USE OF THE PROPERTY VALUATION ONLINE DOCUMENTATION & SUBMISSION ("PODS")

PLEASE READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR ACCESS TO AND USE OF THE SC'S PODS. THESE TERMS AND CONDITIONS WILL BE BINDING ON YOU UPON YOUR ACCESS TO AND USE OF PODS.

A. GENERAL

1. This document constitutes the terms and conditions of use of PODs ("Terms and Conditions") by:

- (a) principle advisers licensed and/or registered by the SC ("Principal Adviser");
- (b) persons authorised by the Principal Adviser to administer and monitor access to PODS ("Administrator"); and
- (c) persons appointed to access, connect and use PODS ("Authorised User(s)"),

which shall be collectively referred to as "User(s)".

2. The Principal Adviser shall submit an application to the SC for access to and use of PODS. In such application, the Principal Adviser will appoint and state the name of its Administrator(s) who shall be responsible for the administration and monitoring access to PODS in accordance with paragraph B3 of these Terms and Conditions. In addition, an Administrator may also access, connect and use PODS as an Authorised User. Each Principal Adviser may appoint up to five (5) Administrators.
3. PODS is operated, administered, maintained and developed by the Securities Commission ("SC") and its third party vendors. By accessing and using the PODS, the User(s) agree to be bound by these Terms and Conditions including any amendments made thereto which the SC, at our sole discretion, may impose

from time to time. The SC reserves the right to change, modify, add to, or remove portions of these Terms and Conditions at any time.

4. In addition to these Terms and Conditions, the User(s) is also governed by the provisions of the Securities Commission Act 1993, Capital Markets and Services Act 2007, SC's Asset Valuation Guidelines and any other relevant laws and regulations of general application, including any amendments and modifications thereto in its use of the PODS.
5. Please direct any questions you may have concerning these Terms and Conditions to:

PODS Helpdesk
Property Valuation Department
Corporate Finance Business Group
Securities Commission Malaysia
3, Persiaran Bukit Kiara
Bukit Kiara
50490 Kuala Lumpur
Telephone: 03-6204 8000
Email: podshelp@seccom.com.my

B. RESPONSIBILITY FOR PODS ACCOUNT ID AND SIGN-ON PASSWORD

1. Upon request and the SC's approval, the Administrator(s) will receive a PODS Account ID via email and is subsequently required to create the Sign-on Password via PODS.
2. The Administrator(s) shall be responsible for the administration and monitoring of access to PODS by all Authorised User(s) including but not limited to the following:
 - (a) Creating access for Authorised User(s) including maintaining PODS Account IDs;
 - (b) Amending Account ID's Profile; and
 - (c) Unlocking the Account ID's.

Any failure on the part of the Administrator(s) to fulfil his duties and/or responsibilities to properly administer and monitor any access to and use of the

PODS shall be deemed as a failure on the part of the Principal Adviser to fulfil the provisions of these Terms and Conditions.

3. Upon the change, resignation or termination of Administrator(s), the Principal Adviser shall immediately submit to the SC an application to deactivate the Administrator Account ID or re-assign such Account ID to a newly appointed Administrator(s).
4. The Principal Adviser shall at all times observe all security measures in relation to the PODS Account ID and Sign-on Password. The Principal Adviser shall also take all precautions necessary to ensure that no persons other than the Administrator(s) and Authorised User(s) have or will be granted access to the PODS. This includes but not limited to a restriction of access by the Administrator(s) and Authorised User(s) to PODS.
5. The User(s) shall be fully responsible for maintaining the confidentiality of PODS Account ID(s) and Sign-on Password(s) and shall not share or disclose the information in PODS to any other persons.
6. Once a person ceases to be an Authorised User(s), the Principal Adviser shall cause the Administrator to deactivate the Account-ID for such Authorised User(s) and to notify the SC of such deactivation within five (5) days from the date of cessation.

C. RESPONSIBILITIES OF THE PRINCIPAL ADVISER

1. The Principal Adviser shall, at all times, be solely responsible for all access and/or use of the PODS and all information entered into PODS whether it was in fact made through an Administrator(s) and Authorised User(s) or by any other person purporting to be any of its Administrator(s) and Authorised User(s).
2. The Principal Adviser shall duly notify the SC in writing immediately upon the occurrence of the following events:
 - (a) Loss of, displacement of or stolen Account ID and/or Sign-on Password;
 - (b) Unauthorised usage of Account ID;
 - (c) Failure to receive within one (1) business day any notification or acknowledgement of receipt from the SC of any submission made via PODS; and/or

- (d) Non accessibility to the PODS system.
- 3. Notwithstanding such notification pursuant to paragraph C2(a) and (b), where the unauthorised access to or use of PODS arises from or are connected to negligence, fraud or actions which are deliberate to cause unauthorised access, abuse or misuse, the Principal Adviser remains liable for such access or use.
- 4. The Principal Adviser must ensure that the Administrator(s) and Authorised User(s)' profile and contact details that are stored in PODS are duly updated on a regular basis and are always current.
- 5. The Principal Adviser shall be solely responsible to ensure that the connection of the Principal Adviser's computers to a telecommunication service that provides internet access in a secure manner.

D. RESPONSIBILITY OF USER(S)

- 1. User(s) shall use PODS solely for the purpose of submitting of valuation reports to the SC, or any related activities which come under the purview of the Capital Markets and Services Act 2007, Asset Valuation Guidelines and/or any other securities laws and regulations.
- 2. User(s) shall use PODS and/or utilise any content, material, or information obtained from PODS solely for lawful purposes.
- 3. User(s) shall not, at any time whatsoever, attempt or assist any other person to upload, post, send, transmit or otherwise publish through PODS any content, material, communication and/or information which is libellous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable or would constitute or encourage a criminal offence, violate the rights of any party, encourages racism, promotes hatred, objectionable to public morals or decency or that would otherwise give rise to liability or violate any law.
- 4. User(s) shall not, at any time whatsoever, attempt or assist any other person to post, send or transmit any virus or other items of a destructive nature through PODS. The User(s) shall ensure that whatever is uploaded and/or downloaded from the site is free from any such items or components or programmes of a destructive nature.

5. User(s) shall not, without the SC's written approval, distribute, reproduce, re-transmit, sell, broadcast, publish, hyperlink to or otherwise deal in any manner whatsoever with any content, material, or information contained in or obtained from PODS.
6. User(s) hereby agree not to hack or attempt to or assist any other person to gain unauthorised access into the PODS, disrupt the security of the system and/or abuse or misuse the system or its services in any way.

E. SUBMISSION OF PROOF OF PAYMENT

1. Fees for submission(s) of documents pursuant to the SC's Asset Valuation Guidelines shall be in accordance to Capital Markets and Services (Fees) Regulations 2012. All payment must be made prior to the submission and the details and proof of such payment shall be submitted via PODS.
2. In the event the SC returns a submission or withdrawal of submission by a User(s), any refund of excess fees will only be done within fourteen (14) days from the date the submission is returned to the relevant User(s) or the date where the application to withdraw the submission by the User(s) is approved by the SC.

F. RECEIPT OF SUBMISSION(S) VIA PODS

A submission is only considered complete when both, the online and physical applications have been received by the SC. The date of receipt of complete submission will be the date of receipt of online application or physical application, whichever is received later.

G. DISCLOSURE OF INFORMATION AND USAGE OF DATA

User(s) hereby expressly authorise and permit the SC to divulge, reveal and/or otherwise disclose any or all particulars and information submitted to the SC through PODS to any persons for any reasons whatsoever. The SC also reserves the right to collect and use any data and/or information posted by any User in PODS.

H. COPYRIGHT AND OTHERS

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

I. NO WARRANTY OR REPRESENTATION

1. The SC shall use all reasonable efforts to ensure the continued operation and provision of the PODS. However, the User(s) hereby agree and acknowledge that the SC does not make any warranties or representations of any kind whatsoever with respect to the PODS, whether express or implied and, shall not be responsible or liable for any loss arising whether in tort, contract or indemnity, whether suffered by the User(s) or any other person(s).
2. While the SC will use its best endeavours to implement the necessary controls to ensure that messages and information transmitted over the Internet for the purpose of PODS is secure, the User(s) agree and acknowledge that the SC does not make any warranties in respect of the same. The User(s) hereby accept the risk associated with use of the internet including but not limited to the risk that all information transmitted through PODS may be subject to possible interception or possible alteration or unauthorised access by third parties and accordingly, the User(s) shall not hold the SC responsible or liable for any such unauthorised access, interception, alteration, theft of information or any other losses arising therefrom.

J. EXCLUSION OF LIABILITY

1. The SC shall not, where it is acting in good faith, be liable for and shall be held harmless against all claims, liability, losses, costs, demands, damages or

expenses (including, without limitation, any loss of profits, income, savings or goodwill, direct or indirect, or incidental, special, indirect, punitive, exemplary or consequential damages of any party, including third parties) which may be incurred in respect of, in connection with or arising from the use or misuse of PODS by User(s).

2. Without limiting the generality of the above, SC shall not be liable for any loss caused by or arising from any one or more of the following events or matters howsoever caused or incurring:
 - (a) any damage to the User(s)'s computer, software, modem, telephone or other property resulting from the User's usage of PODS;
 - (b) any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunication, computer, terminal, server or other device or system whether or not owned, operated or maintained by the User(s) including but not limited to the interruption, stop or delay in the provision of the PODS and the execution of the User(s)'s submission or application;
 - (c) any malfunction, breakdown, disruption, and/or unavailability of the PODS or any portion thereof, howsoever arising;
 - (d) any failure or delay caused by the User(s)'s internet browser or other software, computer virus or other related problems;
 - (e) any corruption, destruction, alteration, loss or error of data or information in the course of transmission;
 - (f) any intrusion, interference or attack by any person, virus, worms, macros or other harmful components or deleterious programs or files;
 - (g) any loss, theft or unauthorised use of the User(s)'s PODS Account ID or Sign-on Password;
 - (h) any prohibition, suspension, delay or restriction of your access to the PODS by any laws or regulations applicable to the User(s);
 - (i) any prohibition, suspension, delay or restriction of the User(s)'s access to the PODS caused by, relating to or in connection with the User(s)'s internet access provided by the User(s)'s telecommunications service provider;

- (j) any inaccuracy or incompleteness of information, data or documents given by the User(s) in relation to any submission or application;
- (k) any delay in the delivery or failure to deliver any information, data or documents whatsoever in relation to any submission or application;
- (l) any event, the occurrence of which is beyond the control of the SC including but not limited to fire, earthquake, flood, lightning, riots, strikes, government action, war, disruption of electrical and power supply; and/or
- (m) any loss or disruption caused by third parties.

K. INDEMNITY

The Principal Adviser shall fully indemnify and keep indemnified the SC from all liabilities, claims, losses, costs and expenses in respect of or arising from the use or misuse of PODS by any of its Administrator(s) and Authorised User(s).

L. COSTS

Unless otherwise indicated, no cost will be charged for access to and use of PODS. However, the Principal Adviser is wholly responsible for the following:

- (a) Any fees to be paid pursuant to the SC's Asset Valuation Guidelines, Capital Markets and Services (Fees) Regulations 2012 or any other securities laws; and
- (b) Any Internet service provider fees and charges, as well as those imposed by any telecommunications services provider, arising from its Administrator(s) and Authorised User(s)' connection, access to and use of PODS.

M. MAINTENANCE

1. The SC reserves the right to suspend the operation of the PODS at regular intervals for periodic maintenance and administration purposes and will use its best endeavours to provide prior notice of such suspension, whenever possible.

2. The SC will use its best endeavours to ensure that all maintenance and administration tasks do not lead to down time within the normal working hours of the SC.
3. The SC shall not be liable for any loss and damage suffered by any User(s) as a result of any suspension of the PODS for maintenance and administration works or otherwise.

N. SUSPENSION/TERMINATION

1. The SC reserves the exclusive right and discretion to suspend or terminate or restrict wholly and/or in part any User(s)' access to and use of the PODS, or to discontinue altogether the provision of PODS, by giving prior notice of one (1) business day to the User(s).
2. Notwithstanding the generality of the foregoing, the SC may suspend or terminate or restrict any of the User(s)' access to and use of the PODS **immediately** upon written notice to the User if:
 - (a) there has been a breach by the User(s) of any provision of these Terms and Conditions;
 - (b) there has been a breach by the User(s) or a failure to comply with laws, regulations and/or rules of any legal, regulatory or other authority or body relevant thereto;
 - (c) the User(s) provided false, misleading or incomplete information for access to and use of the PODS;
 - (d) there is any conduct by the User(s) which the SC, in its sole discretion, considers to be unacceptable; and/or
 - (e) in the SC's opinion, it is in the interest of the SC or the public to suspend, terminate or restrict the User(s) access to and use of PODS.
3. The SC reserves the exclusive right to suspend or terminate or restrict wholly any of the User(s)'s access to and use of the PODS immediately, without any prior notice to the User(s), in the event the Principal Adviser ceases to be licensed under the Capital Markets and Services Act 2007, for any reasons whatsoever.

O. WAIVER

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

P. GOVERNING LAW AND JURISDICTION

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

PERSONAL DATA PROTECTION

Personal data provided by User(s) for usage of PODS is required for purposes relating to the SC's Asset Valuation Guidelines or any other purposes under any other securities laws. Failure to provide personal data required for this registration process will necessarily impair access to the PODS. User(s) are entitled, from time to time, to provide updated information relating to any personal data provided through the PODS.

The SC is committed to fully comply with the provisions of the Personal Data Protection Act 2010.

I accept the Terms and Conditions and I acknowledge the Personal Data Protection Notice stated above.