

Terms & Conditions

The agreement ("**Agreement**") consists of (1) the terms and conditions of any Contract(s) that are executed by the parties from time to time. By executing any Contract, the Customer acknowledges that it has read, understood and agreed to these Master Terms and Conditions as well as the relevant Contract(s). The terms and conditions set out in the appendices(s) to any Contract are incorporated into and form an integral part of that Contract.

The Customer and SNS agree to the provision and use of the Product and Services on the following terms and conditions:

1. The Product

- 1.1 The agreement to provide any Product and/or Services will only be binding on the parties when the relevant Contract has been executed by them, after which the Contract shall form an integral part of the Agreement.
- 1.2 Save as otherwise provided in this Master Terms and Conditions, each Contract shall with the terms of this Master Terms and Conditions be a separate agreement for the usage and/or hire of the Product described therein, and without prejudice to the generality of the foregoing, sums payable pursuant to or in respect of any Contract shall be calculated assessed and paid independently of and without regard to any other Contract.
- 1.3 If any conflict or inconsistency arises between any of the terms or conditions of the Agreement and the relevant Contract, the order of priority shall be: (i) the relevant Contract; and then (ii) the Master Terms and Conditions.
- 1.4 If any conflict or inconsistency arises amongst the terms or conditions of the Contracts, the order of priority shall be determined as stated in the relevant Contracts.

2. Customer's Covenants

The Customer covenants:

- 2.1 **Delivery and Installation of Product**
that the Customer shall at its own expense and in sufficient time to facilitate delivery of the Product by suitably prepared Location for installation of the Product providing all (if any) necessary electrical and other connections fittings and facilities as recommended by SNS and/or the Manufacturer. Signature of Customer on SNS's delivery documents shall be conclusive evidence that the Customer has examined the Product and found to be completely in accordance with its description, in good order and condition, fit for any purpose for which they may be required and, in every way, satisfactory;
- 2.2 **Care of the Product**
that the Customer to take all reasonable and proper care of the Product and keep the same clean and in good and serviceable condition (reasonable fair wear and tear excepted) during the Term and, in the case of termination, until its return to SNS;
- 2.3 **Operation of the Product**
that the Customer shall use the Product in a good and careful manner, in a proper environment as SNS may from time to time consider appropriate, suitable and satisfactory for installation, operation or continued operation of the Product and to operate, keep, care and clean in compliance with the applicable operating instructions, directions, recommendations or requirements (including those which may be specified by SNS and/or the Manufacturer from time to time) and all applicable laws and regulations and not to use or permit the Product to be used in contravention of any statutory provision or regulation or in any way contrary to law or for any purpose for which the Product is not designed or reasonably suitable and shall operate the Product and to permit the Product only to be operated in a skilful and proper manner and by persons who are competent to operate such Product;
- 2.4 **Safety and Security**
that the Customer to notify immediately SNS if Customer uses the Product in an environment that poses a potential health and safety hazard to SNS employees, agents or subcontractors. SNS may require the Customer to take such further steps as may be properly recommended by the SNS and/or Manufacturer or may otherwise be necessary to ensure that the Product will be safe and without risks to health and safety and maintain such Product in a safety standard under SNS's supervision and SNS may postpone or suspend Services until Customer remedies such hazards. Customer agrees to implement and maintain the latest version of virus infection, malware, trojan or the like ("**Viruses**") protection software programs which

meet the industry standards that it uses for itself, but in no event less than reasonable measures to prevent Viruses from being coded or introduced into the Product. If a Virus is found to have been introduced into the Product or Software, the Customer shall not claim against SNS due to the loss and damage of Product or system operational efficiency including but not limited to loss of data, corrupt data, storage media or programs, disruption of system, disruption and/or interruption on the use of Product;

2.5 Alterations or Additions

that the Customer not to make or cause to be made any alteration, enhancement, modification or addition or removal to any part of the Product (the "**Alteration**") without SNS's prior consent in writing. Unless otherwise agreed, the Product after Alteration shall belong to and become the property of SNS. The Customer shall be liable to SNS for any losses or damages causing to or resulting from the Alteration including but not limited to the loss in the Product hardware value, costs of Product repair or replacement (if a replacement is determined by SNS to be necessary) and costs for SNS to re-join the Product back to the Manufacturer's warranty, if any. The Customer agrees to pay to SNS for additional costs in respect of any Product or Software if the failure or damage to the Product or Software is due to the Customer's use of a combination of other software, hardware or components or parts which is not provided by SNS or its maintenance service is not provided by SNS or the Manufacturer. The said additional costs shall be including but not limited to the cost for SNS to repair or replace the damaged Product, reinstall or re-develop the Software and the labour costs involved;

2.6 Access

that the Customer to provide SNS and any person duly authorized by SNS full and free access to enter on any land or premises (including but not limited to the Location and the registered office or business address of the Customer) on reasonable notice during normal business hours on a Business Day so as to inspect the Product (including for the purpose of enabling SNS to review the Customer's compliance with the Agreement) and/or to perform the Services and/or for the purpose of reading the usage meter of the Product (if applicable). The Customer further agrees to provide SNS and/or its representatives with relevant records on request and allow the reproduction and retention of copies of those records;

2.7 Removal of Product

that the Customer not to remove the Product from the Location without prior written consent from SNS and to notify SNS in writing of any change in the Customer's address immediately and upon the request of SNS to inform SNS in writing of the whereabouts of the Product. In the case of portable Product such as a laptop, the Customer shall ensure that those Product will be primarily used and/or kept in the Location and is available for inspection and/or Service at the Location upon reasonable notice from SNS;

2.8 Licenses

(a) that the Customer at its expense to obtain, effect and keep effective all permissions licences and permits which may from time to time be required in connection with the business of the Customer and the use of the Product at the premises where it is situated and to comply with all statutes and other obligations of all kinds in relation to the Product and the use thereof and at its own expense to add to or install with the Product any safety or other product required by any applicable law or regulation to be so added or installed for the use or operation of the Product ;

(b) that the Customer to ensure that any and all copyright works (including software other than the Software provided by SNS) which it uses in connection with the Product for whatever purpose, are not infringing copies as regulated under the Copyright Act 1987 and other relevant legislation or regulation, and that the Customer has warranted that the Customer has obtained all relevant licenses to possess or use such works. No liability is accepted by SNS for any claim against or loss by the Customer of any kind arising from the infringement of Intellectual Property Rights of any third party in connection with any software in the possession of or used by the Customer at any time with the Product , and the Customer agrees to indemnify SNS on demand against all such claim, loss or damage caused to SNS resulting from Customer's breach;

2.9 Prohibition on dealings

that the Customer not to sell or offer for sale, assign, mortgage, pledge, sub-let, lend out, license or export the Product or in any part of the Product or any interest therein to any third party including its subsidiaries and associated entities and to keep the Product in Customer's own possession or under its control and to prevent the creation of any charge, mortgage or lien thereon. For avoidance of doubt, the Product provided by SNS is solely for the use and enjoyment of the Customer prescribed by this Agreement;

2.10 Mortgagees' interest

that the Customer shall not procure or enter any mortgage charge (whether fixed or floating), lien or debenture in respect of any Product, which is used or stored in any premises controlled by the Customer. The Customer agrees that SNS has rights to notify any mortgagee or chargee of the Customer's assets from time to time of the existence of this Agreement and of such of its terms as SNS shall consider appropriate;

2.11 Data Backup

that the Customer to maintain a separate backup system, or procedure that is not dependent on the Product and Service and the Customer has the ability to reconstruct lost or altered files, data or programs based on its own backup system, which shall be maintained at the Customer's own cost and expense;

2.12 Changes in Circumstances

that the Customer to give SNS prompt written notice (unless prohibited by law or regulation) of any change or anticipated change in the Customer's financial condition its ability to fulfil any monetary obligation, business structure, or operating environment (for example, a material change in equity ownership or management).

2.13 and the Customer further hereby expressly warrants and represents to SNS that:

- (a) the Customer has and will have full power authority and right and has taken or will take all corporate and other action necessary to enter into and carry out its obligations under this Agreement and each Contract;
- (b) the execution, delivery and performance of this Agreement and any of the Contracts do not and shall not result in a breach of, constitute a default under, contravene any provision of, or result in the creation of any lien on or in any property or assets of the Customer pursuant to any document under which the Customer is organised or operates, or any agreement, indenture or other instrument to which the Customer is a party or by which the Customer or any of its property or assets may be bound or affected; and
- (c) there is no action, suit, investigation or proceeding (including without limitation a tax claim or administrative proceeding) pending or, to the knowledge of the Customer, threatened in any court or tribunal or before any competent authority against the Customer or any of its property or assets which challenges this Agreement or any of the Contracts or any of the transactions contemplated hereunder or thereunder or which may have a material adverse effect on the financial condition or business of the Customer.

2.14 Product Return Requirement

that the Customer shall comply with the Product Return Requirement as follows:

- (a) Product shall be packed securely and safely to prevent any loss or damage during transit and each tangible Product shall be wrapped using bubble bag;
- (b) Product must be packed and to be returned with label intact which shall be visible outside the packaging with the description below:
 - (i) Signed – Delivery Order(collectively referred to as "**Descriptions**");
- (c) If require consolidating few items in one packing, the Customer shall provide summary of the Descriptions for each item;
- (d) Customer shall pay for all reasonable cost of dismantling, packaging, transportation and delivering of the Product including but not limited to insurance costs;
- (e) Deliver to the location within Malaysia reasonable specified by SNS;
- (f) Hardware must include the Operating System installed as per acquired;
- (g) Product must be authentic and manufactured by the manufacturer and will only be configured in compliance with that manufacturer specification and recommendation which shall be returned in good working order and good repair (fair wear and tear expected) and shall not be counterfeit, stolen, fraudulent or unlawful Product; and

(h) Customer shall return the Software License Certificate accompanying the Product (if any).

2.15 Credit Evaluation

Every deal must undergo credit evaluation by financial institutions subjected by SNS/financing partners.

2.15 Minimum order quantity

Prices that displayed on the webpage applied only when single order worth RM15,000 or above.

3. Support Services

3.1 SNS or its agent hereby agrees to provide Services for the Software upon request by the Customer on terms as set out in the SLA which are in addition to the provision of services relating to the hardware of the Product or connection of the Product to other product found within the Location.

3.2 For the avoidance of doubt, the Services contemplated under the Agreement do not include provision of services for Customer's other product connected to the Product.

4. Costs

Each party shall bear its own costs incurred by it in connection with the preparation, negotiation and entry into the Agreement and the documents to be finalised into pursuant to it. All stamp duties payable for this Agreement and any Contract(s) shall be borne by the Customer.

5. Counterparts

The Agreement, including any Contract, may be executed in counterparts which together shall constitute one agreement.

6. No Third-Party Beneficiaries

The Agreement is solely for the benefit of the parties and will not be deemed to confer any rights or remedies upon any other person.

7. Entire Agreement

The Agreement embodies the entire understanding between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, arrangements or understandings.

8. Governing Law and Submission to Jurisdiction

The Agreement shall be construed in accordance with the laws of Malaysia. In the event of any dispute arising out of this Agreement, senior management shall first attempt good faith negotiation and in the event that no resolution can be reached within thirty (30) days from the date of dispute notice, either party may refer such dispute to exclusive jurisdiction of courts of Malaysia.

9. Definitions (Reference)

In the Agreement, words importing the singular include the plural and vice versa. References to a "person" shall include an individual, partnership, corporation, unincorporated association, joint venture or other entity or a government and/or competent authority or any agency or department. References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces, or has amended or replaced, it. Clause headings are for convenience only and shall not affect the construction of the

Agreement or the Contract. The terms and conditions set out in the addendum(s) to any Contract are incorporated into and form an integral part of that Contract.

“Business Day” means a day on which banks in Malaysia are open for business excluding a Saturday, Sunday or a public holiday.

“Consumption based-model Product” means product used by Customer based on its consumption and Customer shall pay for the such consumption according to the Initial Price.

“Customer” includes its permitted assigns and successors-in-title.

“Contract” means any agreement between SNS and the Customer from time to time in force for the usage and/or hire of the Product specified in such agreement which is expressed to be a Contract, terms of which are as set out in this Master Terms and Conditions.

“including” shall be deemed to mean “including, without limitation”.

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, design rights, copyrights, database rights, rights in know-how and other intellectual property rights of whatever nature arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

“SNS” includes its assigns and successors-in-title and where the context so admits, SNS’s representatives, employees, agents or subcontractors.

“Location” means the site designated in the Contract(s) as the location at which the Product will be installed.

“Manufacturer” means the manufacturer or maker of the Product who grants SNS the right to provide and sells the Product for Customer to access, use and/or consume the Product.

“Parties” means SNS and the Customer, and “Party” shall be construed accordingly.

“Product” means any hardware, Software, Services and/or Consumption based-model Product described in each, any and (as the context requires) in every Contract for the time being in force between SNS and the Customer and including all replacements and renewals of such Product and the component parts thereof and all accessories and additions thereto. References herein to the product shall (where the context so permits) be construed as including a reference to any item thereof.

“Services” means the Services to be provided by SNS, its representatives, agents or subcontractors to the Customer under the Agreement, the extent of which is more specifically described in the relevant Contract (or any appendices to it).

“Software” means the operating and application software specified in the relevant Contract and includes all updates thereto.

“Software License” means the personal, non-exclusive, non-transferable license granted by the Manufacturer, supplier or the owner to execute the Software on the licensed processor and to load, copy or transmit the same in whole or in part only as necessary either via perpetual or subscription licence.