

## Terms Of Access

**PLEASE READ & UNDERSTAND THE FOLLOWING TERMS & CONDITIONS WHICH GOVERN YOUR ACCESS OF THE <https://www.msctrustgate.com/> WEBSITE (HEREINAFTER COLLECTIVELY REFERRED TO AS 'THIS WEBSITE') AND USE OF THE SERVICES – PRODUCTS AND SERVICES AS PROVIDED THEREIN (HEREINAFTER ALSO REFERRED TO AS THE 'SERVICES HEREIN') BY ACCESSING THIS WEBSITE AND/OR USING THE SERVICES HEREIN, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS & CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS OF THIS WEBSITE AND/OR USE OF THE SERVICES HEREIN.**

### **General**

This website and the services herein are operated, administered, maintained and developed by MSC Trustgate.com Sdn. Bhd. (478231-X) ("We", "us" or "our", as the case may be) and its third party vendors. Your access of this website and use of the services herein are governed by this Terms of Access including any amendments made thereto and any other additional operating policies which we, at our sole discretion, may impose from time to time ("Terms of Access").

Further thereto, we also reserve the sole right and discretion to make any amendments to this Terms of Access from time to time. Among others, displayed on this website at least fourteen (14) days before the said amendments come into effect and after which, your continued access of this website and/or use of the services herein subsequent to any such amendments made shall constitute your agreement and binding acceptance of the same.

Notwithstanding anything contained herein, you agree and acknowledge that although this Terms of Access regulate your access of this website and use of the services herein, the said services shall also be subject to the applicable terms and conditions of any agreements which may govern the subscription and use of the same. As such, this Terms of Access shall be read in conjunction with the terms and conditions of those agreements as may be applicable. Should there be any conflict between this Terms of Access and the terms and conditions of those applicable agreements, the latter shall prevail.

## **Your Conduct**

You agree that your access of this web site and use of the services herein shall at all times be in accordance with all legislation laws, regulations and subscriber agreement governing the same and the applicant proclaims that all information provided are genuine and correct, and you shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("Content"), through this web site or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency. You also agree not to hack or attempt to gain unauthorised access into this web site and the services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this web site and the services herein. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately and in failing or delaying to do so, you may also be held liable for the same.

We are not obliged to but reserve the right to continuously monitor or review your access of this web site, <https://www2.msctrustgate.com/> or your use of the services herein. In doing so, we may block and or suspend your access to this website, <https://www2.msctrustgate.com/> or your use of the services herein immediately without assigning any reasons and without giving you any prior notice in the event we know or have reason to believe that any unauthorised transaction, fraud, abuse, misuse, criminal act, offence or violation of any law or regulation (Misuse or Exploitation) has been or will be committed and report or escalate to the any relevant authorities including but not limited to Malaysian Communications and Multimedia Commission (MCMC) and the Royal Malaysia Police any attempts that appear to us to a Misuse or Exploitation of your access of this web site, <https://www2.msctrustgate.com/> or your use of the services herein. Further and not in derogation to the aforesaid, we reserve the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to you for doing so.

## **Intellectual Property Rights**

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### **Confidential Information**

You hereby confirm that you have read, understood and agreed to be bound by the Privacy Notice (which is available at <https://www.msctrustgate.com/privacy-notice>) and the clauses herein and the MSC Trustgate.com's Subscriber Agreement, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms of Access.

It is our policy to respect the privacy of any information disclosed by you pursuant to your access of this web site and use of the services herein ("Confidential Information"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any legislation, laws or regulations, to protect our rights and property, enforce any provision in this Terms of Access, to provide you with the services herein, respond to any claim that the Content violates the rights of another person or as otherwise provided herein.

Notwithstanding the above, we may from time to time disclose your Confidential Information (only in aggregate or demographic form) to our third party vendors, advertisers, affiliates or other relevant parties for their records. Further information on how we value your privacy and strive to

safeguard your Confidential Information in compliance with the laws of Malaysia is provided for in our Privacy Notice.

### **Privacy Clause**

You hereby confirm that you have read, understood and agreed to be bound by the MSC Trustgate.com's Privacy Notice (which is available at <https://www.msctrustgate.com/privacy-notice>) and the clauses herein and the MSC Trustgate.com's Subscriber Agreement, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms of Access.

In the event you provide personal information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of or otherwise subscribing to our products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Terms of Access and MSC Trustgate.com's Subscriber Agreement; (b) agree to ensure that the personal information of the said third parties is accurate; (c) agree to update us in writing in the event of any material change to the said personal information; and (d) agree to our right to terminate this Terms of Access and MSC Trustgate.com's Subscriber Agreement should such consent be withdrawn by any of the said third parties.

Even after you have provided us with any information, you will have the option to withdraw the consent given earlier. In such instances, we will have the right to not provide or discontinue the provision of any product and service that is/are linked with such information.

We reserve the right to amend this privacy clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites.

For the purposes of this privacy clause, consists of MSC Trustgate.com Sdn. Bhd. and all its related companies as defined in the Companies Act 2016.

You further agree that we shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by us to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such

credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

This clause shall be without prejudice to any other clause in MSC Trustgate.com's Subscriber Agreement which provides for the disclosure of information.

### **Hyperlinks To Third Parties**

Throughout your access of this web site and use of the services herein, you will come across hyperlinks to third parties' web sites, which are not under our control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever our endorsement or sanction of the same. Accordingly, we shall not be responsible or liable for your access and use of the same or any information or materials available therein. We shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof. Accordingly, you agree to be solely responsible for the same or any portion thereof.

### **Disclaimer**

The information provided by MSC TRUSTGATE.COM SDN. BHD. ("we," "us" or "our") on <https://www.msctrustgate.com/> (the "Site") is for general informational purposes only. All information on the Site is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site.

While we shall use our best efforts to ensure that the Content herein or any portion thereof are, as far as possible, accurate, complete, current and true, you acknowledge and agree that certain Contents transmitted or made available through the web site may be provided by third parties, therefore, we do not warrant the same and further, we expressly disclaim all liability for any errors, omissions or inadequacies in the Content herein or any portion thereof. Further, we do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. We also do not warrant that this web site, the services herein and the Content will meet your requirements, be uninterrupted, timely or secure.

You are solely responsible for making your own assessment when accessing and using this web site, the services herein and the Content and you agree that your access and use thereof shall be at all times at your sole risk.

Notwithstanding the generality of this Terms of Access, we shall not, at any time whatsoever, be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any interruption or unavailability of this web site, the services herein and/or the Content and/or your access to and use of the same for whatever reason other than a failure in the system where such failure is due to our direct actions, negligence or omission, or where we have been duly informed of its possibility; or from any delay or error in any transmission or communication pertaining to your access and use of this web site, the services herein and the Content.

### **Indemnity**

You hereby agree to fully indemnify, defend and hold us, our officers, directors, employees, agents and servants harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which we may have suffered or incurred, whether directly or indirectly, in connection with or as a result of your breach of any of the provisions under this Terms of Access.

### **Waiver**

In the event that we fail or neglect to enforce any provision or remedy under this Terms of Access for whatever reason, we shall neither be construed as having waived our rights to enforce the same nor as having waived our rights to any continuing, succeeding or subsequent breach of the same or any other provision in this Terms of Access.

### **Miscellaneous**

We reserve the right and sole discretion to modify (including limit, replace or delete) this web site, the services herein and the Content or any portion thereof as well as to terminate or restrict your access and/or use of the same at any time. Pursuant thereto, where we believe that such modifications are substantial or materially affect your access and use of the same, we shall notify you of such modifications by notice, among others, displayed on this web site at least seven (7) days before the said modifications come into effect, except where circumstances beyond our control limit our ability and efforts to do so.

## **Governing Law & Jurisdiction**

Notwithstanding from where you gain or attempt to gain access to this web site and/or the services herein, you agree that this Terms of Access, your performance and conduct under it, your access to this web site and use of the services herein and/or Content and any disputes arising thereunder shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

The performance of our obligations under this Terms of Access are subject always to existing legislation, laws and regulations governing the same and nothing contained in this Terms of Access is in derogation of our rights to comply with and conform to any governmental requests or legal requirements relating to the access of this web site and use of the services herein or in respect of the Content or any portion thereof which is provided to or acquired by us for your use.

A printed version of this Terms of Access and of any notice, message or communication given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Access, to the same extent maintained in its printed form.