



CREDIT RISK TERMS OF AGREEMENT

1. In this Agreement, "Confidential Information" shall mean non-public information revealed by or through the Subscriber to D&B including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, (c) all forms and types of credit, financial, business, scientific, technical, economic information, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which is identified with the legend "CONFIDENTIAL", or (d) which is not otherwise available to the public in the same arrangement, form or compilation, or which is, by its nature, confidential, oral discussion or other information of an intangible nature identified as confidential at the time of disclosure or reasonably understood to be of a proprietary or confidential nature.
2. All information furnished to the Subscriber by D&B pursuant to this Agreement is for the exclusive use of the Subscriber solely as one factor in the Subscriber's credit, insurance, or other business decisions relating to corporations, partnerships, sole proprietorship or other business, government or non-profit entities' stockholders, directors, officers, partners, proprietors or employees in their capacities as such. It is expressly prohibited to use such information as a factor in establishing an individual's eligibility for (1) credit or insurance to be used primarily for personal, family or household purposes or (2) employment. It is further prohibited to use such information to engage in any unfair or deceptive practices.
3. All information furnished hereunder shall be held in strict confidence and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless the Subscriber first obtains D&B's written consent, except that Subscriber may reveal to the subject of the information that D&B is a source of information about the subject and refer the subject to D&B for the purpose of obtaining a copy of the information D&B is providing regarding the subject and reviewing the same.
4. It is expressly understood that the Subscriber shall neither request information for the use of others, nor permit requests to be made under this Agreement by others. Neither may the information be used by the Subscriber in connection with providing advice or recommendations to others. It is being understood that the information is only for the Subscriber's internal use. Without limiting the foregoing, none of the information furnished hereunder may be used to create the whole or any part of any mailing list, telemarketing list, other marketing or research aid or other date compilation which is to be sold or otherwise provided to any third party. The services provided under the agreement may be accessed by the Subscriber in Malaysia only. The Subscriber shall not share its user IDs and passwords outside of Malaysia.
5. The Subscriber acknowledges that D&B does not, and could not for the fees charged hereunder, guarantee or warrant the correctness, completeness, currentness, merchantability or fitness of the information for a particular purpose. Such information usually is not the product of an independent investigation prompted by each Subscriber's inquiry but is updated and revised on a periodic basis. The Subscriber also acknowledges that every business decision, to some degree or another, represents the assumption of a risk and that D&B, in furnishing information, does not and cannot underwrite or assume the Subscriber's risk, in any manner whatsoever. The Subscriber therefore agrees that D&B shall not be liable to the Subscriber for any loss or inquiry arising out of or caused in whole or in part by D&B's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering information. Notwithstanding the foregoing, D&B shall take reasonable care and use appropriate measures to warrant the correctness, completeness, currentness, merchantability or fitness of the information.
6. The Subscriber acknowledges that where D&B collects credit information directly or indirectly from a data subject (herein "**Customer**") for disclosure to a subscriber, locally and/or abroad, D&B shall inform the customer of the purposes for which D&B is collecting the credit information, the purposes for which the credit information will be further processed and the name of the subscriber whom the credit information is disclosed to.
7. The Subscriber acknowledges that it has given its consent for D&B to disclose its identity to the customer prior to generating the credit report.
8. The Subscriber 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 D&B 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. The term "confidentiality of credit information" shall have the same meaning set forth in Clause 1 of this Agreement.
9. The Subscriber 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 confidential credit information do not disclose or use the same other than in accordance with the Agreement.
10. The Subscriber shall promptly cooperate with D&B in its efforts to investigate and resolve complaints and correction requests for credit information.
11. The Subscriber undertakes to safeguard the credit information provided against unauthorized or improper access, use, modification or disclosure through the adoption of appropriate measures, including the following:
 - (a) to develop written policies and procedures to be followed by employees, agents and contractors;
 - (b) to establish controls, including –
 - (i) the use of passwords, credential tokens, digital signature, other mechanisms; and
 - (ii) user identification;



- (c) to provide information and training to ensure compliance with policies, procedures and controls;
 - (d) to monitor usage and regularly check compliance with the policies, procedures and controls;
 - (e) to take appropriate action in relation to identified breaches of policies, procedures and controls; and
 - (f) to maintain logs of all accesses, amendments and audit trails to credit information provided to it by D&B.
12. The Subscriber acknowledges that D&B is obliged to provide the customer with access to credit information held by D&B and make any necessary correction to the credit information which is found to be inaccurate within a timeframe as may be reasonably agreed by both Parties. Within twelve (12) months of access request, the customer may request for a copy of the credit report at a prescribed fee. The Subscriber acknowledges that D&B may refuse to provide the customer with access to credit information under the circumstances specified in the Credit Reporting Agencies Act 2010.
 13. The Subscriber also agrees that D&B's aggregate liability, if any, for any and all losses or injuries to the Subscriber arising out of any omissions or acts of D&B whether negligent or otherwise in connection with any services to be done or furnished hereunder, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by the Subscriber for the services done or furnished hereunder and the Subscriber covenants and promises that it will not sue D&B for an amount greater than such sum.
 14. The Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.
 15. Unless otherwise stated, this Agreement covers service to the Subscriber at the place of business specified in this Agreement. Any information, directories, reports or mailing lists leased to the Subscriber shall be kept and used only at this place of business, except that the Subscriber, after first obtaining D&B's written permission and complying with D&B's written instructions, may furnish the information, directories, reports or mailing lists to another to have all or part of the listings copied or duplicated on tape, disk or other format suitable for further handling or processing for the Subscriber's exclusive use. All such leased information, directories, reports or mailing lists shall be immediately resumed to D&B without further notice upon the expiration or termination of this Agreement.
 16. This Agreement is not binding upon D&B until accepted. D&B may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the Subscriber and otherwise upon thirty days written notice, in which the latter event D&B shall refund the unearned portion of any consideration paid by the Subscriber under this Agreement.
 17. If the payment terms are otherwise than in full advance, and if any payment provided for is not made when due, then the entire amount shall immediately become due and payable upon notice. The Subscriber agrees to pay delivery charges and applicable taxes, which are not included in the amounts shown on the face of this Agreement, and which will be invoiced to the Subscriber. D&B is not obligated to give any refunds for unused units of service. The Subscriber understands and agrees that what it is contracting for is the availability during the term hereof of up to the number of units of service specified herein. Units of service in excess of the number specified may be made available to the Subscriber as needed but at the higher excess charge per unit stated.
 18. The Subscriber agrees that all unused balance will be forfeited unless a renewal or upgrade is made on the current Subscription package upon the expiry date. For the avoidance of doubt, the Subscriber can only bring forward all their current balance upon renewal of 50% of their total balance or a minimum of RM1000, whichever is higher. Renewal must strictly be done before or on the expiry date itself, D&B has no obligation to provide an extension after the expiry date of the subscription. No refund of unused balance will be given if The Subscriber terminates the agreement before the expiry of the contract, except in cases of breach. The Subscriber agrees to honor this subscription contract at the time of signing.

This prepaid package will be valid for one (1) calendar year from the time of signing. For the avoidance of doubt, the Member can only bring forward all their total balance if they utilize at least 50% of the total credit upon renewal of a minimum top up, should the usage fall below 50% of the total credit, only a maximum of 50% of the total credit can be brought forward to the next contractual term. It is understood that the use of existing credit is strictly not allowed for the renewal top up.
 19. Cancellation or amendment of the agreement will be accepted provided that D&B receives written notification within 30 days prior to the next renewal date from the Subscriber. All pre-set terms, conditions and amounts will be carried forward at each renewal.
 20. This Agreement applies to every kind of information and every kind of business service provided by D&B to the Subscriber, whether or not specifically referred to in this Agreement, whether or not furnished at additional cost and whether or not currently being furnished by D&B to its subscribers, unless it is furnished pursuant to another written contract with D&B containing an "entire agreement" or "merger" clause. This Agreement contains the entire and only agreement between the Subscriber and D&B regarding the subject matter hereof and there are merged herein all prior and collateral representations, warranties, promises and conditions. Any representation, warranty, promise or condition not incorporated herein shall not be binding upon either party. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and is signed by an authorised official of D&B and the Subscriber.
 21. D&B may at any time increase the unit charges by giving not less than seven (7) days' notice in writing of the increase in their amount payable. An increase to apply to the next payment may be notified in the invoice sent by D&B to the Subscriber.
 22. D&B reserves the right to refuse to furnish any service without assigning any reason.
 23. D&B reserves the right to modify these Terms and Conditions by giving not less than 30 days' notice in writing. The latest Terms and Conditions may also be obtained at D&B website (www.dnb.com.my/privacy/).



24. The Subscriber hereby:

- (a) Agrees and irrevocably authorises Dun & Bradstreet (D&B) Malaysia Sdn Bhd ("D&B") to:
 - (i) use all or any data and information supplied or provided by D&B to the Subscriber in connection with this Agreement, including but not limited to, generating and maintenance of database, research, marketing and advertising; and
 - (ii) sell or provide such data and information aforesaid to any third parties.
- (b) Undertakes and agrees to provide such confirmation, verification, updates or further information as D&B may from time to time require with respect to the data and information supplied by D&B.

The above provisions apply notwithstanding the termination and/or suspension of the services to the Subscriber. Unless the Subscriber expressly notify D&B in writing to delete all such data and information immediately following the termination or suspension, such data and information shall remain the property of D&B.

- 25. (a) Both D&B and Subscriber (henceforth "Parties") shall not commit, authorize or permit any action which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to legitimate payments to government officials, representatives of public authorities or their associates, families or close friends.
 - (b) Each Party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement.
 - (c) The Parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.
26. In case any prohibited payments or gifts are made by D&B as stated in this Agreement above or if the Subscriber has reasonable cause to believe that such payments or gifts have been or are being made, the Subscriber may terminate this agreement with immediate effect.
27. The Subscriber agrees that payment must be made in full and cleared to receive delivery of BIRs and other such information services.
28. This Agreement serves as an official written notice to the Subscriber that –
- (a) Information provided by the Subscriber will be processed for credit reporting purposes or other purposes as specified by the Subscriber
 - (b) It is obliged to supply D&B with the credit information required for credit reporting purposes or other purposes as specified by the Subscriber
29. This Agreement supercedes the summary contract terms previously agreed upon between the parties and shall be deemed the only agreement between the parties regarding the provision of information by D&B to Subscriber through D&B as of the date hereof, and there are merged herein all prior and collateral representations, warranties, promises and conditions. Any representation, warranty, promise or condition not incorporated herein shall not be binding upon either party. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and signed by an authorized official of D&B and Subscriber.