



TERMS OF AGREEMENT

1. These Standard Terms & Conditions (“**T&Cs**”) apply to the Client of Dun & Bradstreet Malaysia Sdn Bhd (“**D&B Malaysia**”) availing of ‘D&B D-U-N-S Registered™’ as the case may be, under the D&B Online Trust Solutions Offering (“**the OTS Offering**”).
2. If the Client has been approached by D&B Malaysia through a Referring Entity (i.e. the entity providing the Client’s reference), if any (as specified in the Order Form overleaf), the said Referring Entity would have authorized D&B Malaysia to proceed with the requisite formalities, including approaching the Client for registering it for the OTS offering under these T&Cs by issuing a **Referral Letter**.
3. In order to purchase the OTS, the Client agrees to provide information concerning its business, as may be requested by D&B Malaysia, for being displayed on its website hosting the OTS Offering (“**the Information**”). By availing the OTS Offering, the Client is deemed to have agreed to these T&Cs without any qualifications.
4. The Client agrees and warrants the following:
 - a) The Information as may be provided by Client to D&B Malaysia from time to time shall be complete, current and accurate.
 - b) The Client shall proactively inform D&B Malaysia immediately if there is any change in the Information to enable it to update the same.
 - c) The following events relating to the Client must be notified by the Client to D&B Malaysia immediately (non-exhaustive list): a filing for bankruptcy, liquidation, petition for suspension of payments, criminal proceedings, etc.
 - d) The Client acknowledges that its website, if any, shall not contain information which is illegal, illicit, obscene, defamatory, unauthorised, infringing to third parties and/or harmful to the goodwill and reputation of D&B Malaysia.
 - e) The Client agrees to comply with all the relevant applicable laws of Malaysia.

OWNERSHIP

5. D&B Malaysia is the sole owner and proprietor of all rights including copyrights, trademarks and all other intellectual property rights (“IP Rights”) in the Information. The “D&B D-U-N-S Registered™” logo or such other proprietary logos as may be displayed by D&B Malaysia on the Client’s website, if any, are owned either by D&B Malaysia or its associated / sister concerns or third parties, as the case may be, and such entity is the sole owner and proprietor of the IP Rights therein. All research, analysis, data and any other Information provided in any form, is also proprietary to D&B Malaysia and is protected by Malaysia laws and applicable treaties and conventions governing intellectual property. The Client shall not copy, reproduce, repackage, resell, display, publish, transmit, transfer, disseminate or otherwise redistribute the Information, in whole or in part, in any form or manner or by any means whatsoever without the express written permission of D&B Malaysia.
6. The Client acknowledges that the Information is proprietary to D&B Malaysia and comprises of: (a) compiled information containing selection, arrangement and expression of such Information or pre-existing material that has been created, gathered or assembled by D&B Malaysia; (b) information that has been created, developed and maintained by D&B Malaysia at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm the proprietary and intellectual property rights in the Information of D&B Malaysia.
7. To the full extent permitted by law, the Client undertakes not to take, directly or indirectly, any action inconsistent with, derogatory to or otherwise undermining such IP Rights, title and interests, including adoption, using, registering or attempting to register any logo or trademark confusingly similar to the D&B logo and/or the D&B trademark or any other IP Rights of D&B Malaysia or its associated / sister concerns or third parties, as the case may be.

DISCLAIMER AND LIABILITY

8. D&B Malaysia does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency, completeness, correctness, timeliness or reliability of the Information made available and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss resulting from the use of, or reliance on the Information or the contents provided therein. Through these T&Cs, the Client acknowledges that every business decision, to some degree or the other, represents the assumption of risk and that D&B Malaysia, in displaying the Information does not and cannot underwrite or assume the Client’s risk, in any manner whatsoever. The Client, therefore, agrees that D&B Malaysia shall not be liable to the Client in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by D&B Malaysia’s negligent or other acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Information or its contents, or in otherwise performing its obligations under these T&Cs, whether or not any such matter amounts to a fundamental breach of these T&Cs.
9. Further, D&B Malaysia shall not be liable, at any time, for special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business projects or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the use of the Information or its contents, or from any acts or omissions arising as a result of use of the Information or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by third parties as a result of reliance on the contents of the Information.
10. If notwithstanding the foregoing, liability can be lawfully imposed and enforced on D&B Malaysia, then the Client agrees that D&B Malaysia’s aggregate liability for any and all losses or injuries to the Client arising out of any negligent or other acts or omissions of D&B Malaysia in connection with anything furnished as Information, 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 Client during the period specified in the Order Form overleaf for the Information provided hereunder, whichever is lesser, and the Client covenants not to sue D&B Malaysia for a greater amount.



11. If notwithstanding the foregoing, liability can be lawfully imposed and enforced on D&B Malaysia, then the Client agrees that D&B Malaysia's aggregate liability for any and all losses or injuries to the Client arising out of any negligent or other acts or omissions of D&B Malaysia in connection with anything furnished as Information, 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 Client during the period specified in the Order Form overleaf for the Information provided hereunder, whichever is lesser, and the Client covenants not to sue D&B Malaysia for a greater amount.
12. D&B Malaysia provides no advice or endorsement of any kind through this Information. The availability of data in the Information does not constitute a recommendation by D&B Malaysia to enter into any transaction or follow any course of action.

INDEMNITY

13. The Client agrees to hold harmless and indemnify D&B Malaysia and its officers, agents, employees or partners, from and against any third party claim that is settled or compromised, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to the Information or from any breach of these T&Cs by the Client, its employees and its agents.

TERMS OF USE

14. The Client is prohibited to use the Information and its contents to engage in any unfair or deceptive practices. Except as otherwise mutually agreed or required by law, the Client shall not use any of D&B Malaysia's trade names, trademarks or service marks for any purpose. The Client is prohibited to use the OTS Offering: (a) anywhere else other than on the webpages of the Client's official website, if any; (b) for obtaining credit or insurance; (c) to engage in any unfair or illegal practices; and/or (d) for any other purpose for which the OTS Offering has clearly not been intended.
15. The Client acknowledges that the use of information and its contents and the OTS offering is only valid within the contractual period. Upon termination of the services with D&B, the Client is prohibited to use the OTS Offering and information for any purposes until there is a renewal or extension of contractual term. A penalty of 3 times of the annual amount paid by the Client will be imposed if the Client misuse the OTS offering after expiry.
- 16.
17. The Client may use the Information for:-
 - a) Stating in any communication, the fact that the Information is available with D&B Malaysia, bearing the unique D&B D-U-N-S@ Number.
 - b) Sharing it with the Client's existing / prospective bankers, creditors, lenders and business partners for furthering the Client's business interests.

PAYMENT

18. The Client and/or the Referring Entity (if any) liable to make the payment, as the case may be, shall pay D&B Malaysia for the OTS Offering immediately upon signing this Agreement, in accordance with the payment terms specified in the Order Form overleaf and it / they shall not make any set-off against D&B Malaysia.

TERMINATION

19. D&B Malaysia will display the Information for the period specified in the Order Form overleaf. Provisions which by their very nature survive termination shall be deemed to survive any termination. D&B Malaysia may terminate this arrangement at any time and without prior notice in the event of a breach of these T&Cs by the Client and otherwise upon 30 (thirty) days' written notice.
20. In the event the Client materially breaches any of these T&Cs, D&B Malaysia shall be entitled to: (i) immediately terminate these T&Cs; and/or (ii) to suspend, restrict or prohibit access to the Information.

GOVERNING LAW

21. The laws of Malaysia shall govern these T&Cs and the parties agree that the appropriate Courts in Malaysia shall have exclusive jurisdiction for resolving any disputes arising under these T&Cs.

MISCELLANEOUS

22. These T&Cs contain the entire and only agreement between D&B Malaysia and the Client in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by D&B Malaysia have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs shall bind and inure to the benefit of the parties and their successors and assigns. The Client shall not assign these T&Cs without D&B Malaysia's prior written consent. In the event that any court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties. The Client acknowledges that it has read and fully understood the Standard Terms & Conditions given above which solely govern the provision of the OTS offering by D&B Malaysia and the Client unconditionally agrees to be bound by them. The latest Terms and Conditions can be obtained at D&B website (www.dnb.com.my/privacy/).