

Terms of Service

Thank you for using SSM Search (the “**Platform**”).

The Platform is owned, operated and managed by Infomina Berhad (“**Infomina**”). Throughout the site, the terms “we”, “us” and “our” refer to Infomina. By creating an Account or using the Services or using the Platform or by signifying your acceptance, you shall be deemed to have read these Terms of Service and agreed to be bound by them, including those additional terms and conditions and policies referenced herein and/or made available by hyperlink.

If you do not agree to the Terms of Service or any part thereof, please do not use the Platform and refrain from using any of the Services.

Infomina may change and/or amend these Terms of Service at any time by notifying you of the change and/or amendment by posting a notice on the Platform or by email to the email address that you used to create your Account or any other way as Infomina deems appropriate. Unless stated otherwise, any change and/or amendment takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms of Service. By you continuing to access the Platform or use the Service from the date on which the amended, updated and/or revised Terms of Service come into effect, you agree to be bound by the latest version of the Terms of Service then in effect.

1. DEFINITIONS

In these Terms of Service, the following expressions shall have the following meanings, unless the context otherwise requires:

“ Account ”	means the account on the Platform created with Infomina when you register for the use of the Service;
“ API Products ”	means the application programming interface (API) of the corporate information data of the companies and businesses registered with the CCM, that are made available for purchase and download on or through the Platform;
“ CCM ”	refers to the Companies Commission of Malaysia;
“ Content ”	means all contents, information, data and materials made available on the Platform;
“ Party ” or “ Parties ”	refers to you and/or Infomina, either individually or collectively;
“ Products ”	means the reports and data that are made available for purchase and download on the Platform, including the API Products;
“ Service ”	means services made available by Infomina through or on the Platform including but not limited to purchase, download or access to corporate information data of the companies and businesses registered with the CCM; and

<p>“Terms of Service”</p>	<p>means these terms titled Terms of Service and/or any other terms and conditions, policies and procedures as may be imposed, published, varied or modified by Infomina in accordance to these Terms of Service.</p>
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The headings used in this Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.

2. DESCRIPTION OF SERVICE

You are solely responsible for all activity whilst using the Service and/or the Platform. Your use of the Service and/or Platform is subject to your agreement to be bound by and to comply with these Terms of Service.

You are responsible for ensuring that the information you provide is accurate, complete, true, correct and not misleading and is kept up to date.

You must provide and are responsible for all equipment necessary to access the Service.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including new releases, shall be subject to these or other applicable terms and conditions. You also understand and acknowledge that we may modify, terminate, suspend, or otherwise adjust any and all functions, features, options, utilities, tools or other aspects of the Service at any time without prior notice to you.

3. ACCOUNT

You need a valid and active Account to have access to most if not all of the Services. When creating an Account, you have complete responsibility for your login credentials and must provide an accurate, current and complete information as required and you agree that we may rely on your information as accurate, current and complete. Your request for creation of Account will be subject to further review by the CCM, at its sole discretion. If you allow any other person to access the Platform using your Account, you shall be responsible and be liable for any transaction or action that such person may perform using your Account as if all such transactions or actions are or have been performed by you.

You must not use the Platform or your Account for any unauthorised or unlawful purpose.

4. PROPRIETARY RIGHTS

The Platform, Content and Products are protected by copyright, trademark, intellectual property rights and/or other forms of proprietary rights. All rights, titles and interests in the Platform, Content and Products are owned by, licensed to or controlled by Infomina and/or its licensor(s) (including CCM). Unless stated otherwise herein, no right or license is granted directly or indirectly to you or any party accessing the Platform to use or reproduce the Platform (or part thereof), any Content and Products, and you shall not and no party accessing the Platform shall claim any right, title or interest therein. By using or accessing the Service, you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Service, the Platform, the Content and/or the Products.

Nothing in these Terms of Service shall operate to assign or transfer the ownership to the Platform, any Content and Products to you.

5. RESTRICTION ON USE

Except as otherwise provided, you agree not to copy, reproduce, upload, post, distribute, republish, transmit, publicly display, modify, adapt, rent, sell or create derivative works of any portion of the Service, the Platform, the Products or the Content, without the prior permission of Infomina (or its licensor(s), where applicable).

You may access and view the Products that you have purchased and may retrieve and display such Products on a computer screen and/or print individual pages on paper and/or make a reasonable number of copies and/or store such Products in electronic form and/or distribute a reasonable number of copies of the Products (excluding the API Products in this regard), provided that at no time you are authorised to resell the Products.

Subject to these Terms of Service, if you are a subscriber of the PLUS or PREMIUM corporate plan and if you have received the prior approval of Infomina and CCM (the approval of which shall be communicated by Infomina on its behalf) to purchase, access and download the API Products, Infomina grants (or shall procure that CCM grants) you a personal, non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable license to use the API Product that you have purchased. In connection with the approval for the use of API Products, Infomina reserves the right to request for any further information or documentation that it (or CCM) may deem reasonably necessary to assess your intention to use the API Products. While your request to access API Products is being considered, or such request of yours is rejected for any reason whatsoever, you will still be able to use the other Services on the Platform.

Without prejudice to the above, you agree not to reproduce, display, copy, distribute, publish, use or otherwise provide access to the Service, Products or Content on another website or server, including but not limited to, through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of Infomina (or its licensor(s) where applicable).

You shall not and you shall not attempt to (or allow others to): (a) reverse engineer, decompile or disassemble the API Products or the Platform, or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any API Products or Platform or any portion thereof; (b) interfere with, modify, disrupt or disable features or functionality of the Platform; (c) use or access the Services, Platform or Products to create or attempt to create a substitute or similar service or product to the Platform; (d) interfere with or disrupt the integrity or performance of the Platform or any database to which the Platform is connected to or integrated with; (e) remove or alter any proprietary notices or marks on the Products; (f) attempt to gain unauthorised access to the Platform or any database to which the Platform is connected to or integrated with; (g) use the Platform, Services or the Products for or encourage or promote any illegal activity or violation of third party rights; (h) to use the Platform, Services or the Products to train a machine learning or artificial intelligence model without the express permission of Infomina (or its licensor(s)); (i) use the Platform, Services or Products with the intent of introducing any viruses, worms, defects, Torjan horses, malware or any other items of a destructive nature; or (j) sell, lease, or sublicense the API Products or access thereto.

6. RESERVATION OF RIGHT

Infomina reserves the right to update or modify the Platform (including any information or features) at any time, without notice or liability on Infomina's part. Infomina further reserves all rights to deny or restrict access to the Platform to any particular person, or to block access from a particular internet address to the Platform, at any time, without giving any reasons whatsoever.

Infomina may at any time suspend the operations of the Platform or all or any part of the Services for any period of time without any prior notice for updating, upgrading, system maintenance or otherwise.

Infomina may modify, remove, edit or withdraw any of the Contents or Services offered on the Platform without giving any prior notice or reason.

7. WARRANTY AND LIABILITY

Each of the Parties warrant to the other that:

- (a) It has the legal right and authority to enter into these Terms of Service and to perform its obligations under these Terms of Service; and
- (b) It will comply with all applicable legal and regulatory requirements applying to the exercise of its rights and the fulfilment of its obligations under these Terms of Service.

You shall be solely responsible for any and all consequences of use or misuse of your Account, login credentials, security credentials and/or the keys given by Infomina to access the API Products (hereinafter referred to as the "**API Keys**"). Infomina shall not be liable or responsible to you and/or to any other third party(s) for any costs, loss, or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your usage of the Service.

You shall be responsible for all losses and payments (including the amount of any transaction carried out without your authority) due to your negligence or where you have acted fraudulently. For the purposes of this clause, negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms of Service.

8. CHARGES AND PAYMENT TRANSACTIONS

Payment may be required in order to use or access any of the Services on the Platform. You can either make payment for the charges corresponding to the Service that you wish to obtain each time (pay-per-use model) or subscribe to any of the subscription plan offered by Infomina. Each subscription plan will provide a certain amount of S-Point which you can use to exchange or purchase the Services or the Products (more information on the S-Point can be found in paragraph 9 below). The options of subscription plan offered by Infomina and their respective features can be found on the Platform or during Account creation. Subscription to the subscription plan may be subject to additional terms and conditions and/or limitations in these Terms of Services or that Infomina may impose and communicated to you from time to time.

If you are subscribing to any of the subscription plan, you may do so by paying the charges corresponding to each subscription plan upfront (prepaid model) or by applying for credit facility offered by Infomina (postpaid model). If you are opting for credit facility (postpaid model), your

application will be assessed by Infomina at its full discretion and Infomina reserves the right to request for any supporting information and documentation that it may deem reasonably necessary for this purpose. Utilisation of the credit facility shall be further subject to the terms of the Service Subscription Agreement (Credit Facility) to be entered into between you and Infomina. While waiting for the approval of your credit facility application, or if your application is rejected for any reason whatsoever, you will still be able to access the Services via either pay-per-use model or prepaid subscription plan model.

All amounts stated in or in relation to the Service and these Terms of Service are, unless the context otherwise stated, subject to Sales and Service Tax (SST) and/or any other applicable taxes (as the case may be).

Infomina reserves the right to cancel or reject your transaction without refund or paying any compensation to you if any transaction details or communication you have provided is not current, incomplete, inaccurate or incorrect information submitted.

Due to the nature of the internet, payment transactions may be subject to interruption, transmission blackout, delayed transmission, and incorrect data transmission. Infomina is not liable for malfunctions in communications facilities whether under its control or otherwise that may affect the accuracy or timeliness of messages and transactions you send.

9. S-POINTS

“S-Point” is the credit (in electronic form) that you will receive for subscribing to the subscription plan, and it can be used solely for the exchange of, access to or purchase of the Services or Products on the Platform. Depending on your subscription plan (if you opt for one), you will be allocated a certain amount of S-Points every thirty (30) days. If your allocated S-Points from your subscription plan have been exhausted before the next scheduled allocation, you may access the Services by purchasing (on a prepaid model) more S-Points through the Platform or from Infomina or simply utilise the pay-per-use model.

Each S-Point will have a validity of thirty (30) days, regardless of whether they are allocated pursuant to your subscription plan (“**Allocated S-Points**”) or additional purchase(s) (“**Additional S-Points**”). S-Points are non-refundable, non-redeemable and non-transferable, and unutilised S-Points will expire after the lapse of thirty (30) days, with no option or availability for carry forward. If you have both Allocated S-Points and Additional S-Points in your Account in any given time, these S-Points will be utilised and deducted on a “first-in, first-out” basis.

10. REFUND

If you discover any error or discrepancy in your Account, you must notify Infomina within seven (7) days from the date of the disputed transaction, failing which, you shall be deemed to have accepted the accuracy of your transaction. If it is revealed in the course of Infomina’s investigation that the disputed transaction was indeed made in error, Infomina will refund the disputed sum directly to your bank account in accordance with Infomina’s refund policy as provided at https://ssmsearch.com/docs/refund_policy.pdf. Subject to the terms of this clause, common scenarios where Infomina will provide a refund are where there has been an error or failure in the delivery of the Services despite the corresponding payment having been made, or where there has been an error in the charges collected from you or deducted from your Account. Any other scenarios not mentioned specifically herein will be subject to investigation by

Infomina on a case-by-case basis, the decision to refund of which will be notified to you upon conclusion of each investigation.

11. SUSPENSION AND TERMINATION

Notwithstanding anything in these Terms of Service, Infomina shall be entitled to immediately suspend and/or terminate your access to the Service, where applicable:

- (a) If you default in any payment to the Service and/or any other monies covenanted to be paid hereunder or pursuant to any agreement with Infomina pertaining to the use of the Platform, including but is not limited to any default interest payable thereto after the same shall have become due by you to Infomina whether formally demanded or not;
- (b) If you commit or threaten to commit a material breach of any term, stipulation, covenant or undertaking contained in these Terms of Service, and for the avoidance of doubt, repeated failure to observe any of the term, stipulation, covenant or undertaking contained in these Terms of Service shall be considered a “material breach”;
- (c) If you commit a breach of and/or violate any applicable laws in connection with these Terms of Service;
- (d) If there is any technical problem occurs in the Service or related network;
- (e) While the Services are being upgraded, modified or maintained;
- (f) If you do anything which may in Infomina’s sole opinion, lead to, including but not limited to, the damage or injury to the Service or Infomina’s related network or operation or Infomina’s reputation and goodwill;
- (g) If Infomina is required to do so by law, statute, enactment, ordinance, code or by any other statutory, governmental or public authorities;
- (h) If it is in Infomina’s sole opinion that the Service is or may be used fraudulently, illegally or for unlawful purpose;
- (i) Any other reason that may be determined by Infomina and published on these Terms of Service from time to time.

Infomina will endeavour to resume the Service as soon as possible in the event the suspension occurs due to the circumstances as stated in (d) and (e) above.

Termination and/or suspension shall be without prejudice to any existing rights and/or claims that Infomina may have against you, and you shall continue to fulfil your obligations including payment of all outstanding charges prior to the date of termination.

In the event of any suspension of the Service (other than due to the circumstances as stated in (d) and (e) above), Infomina may at its absolute discretion reconnect the Service, and where the suspension is due to a default committed by you, reconnection will also be subject to you rectifying your default to Infomina’s satisfaction.

Infomina also shall not in anyway be liable to reimburse you any damages, costs, losses or expenses suffered as a result of the suspension and/or termination of the Service.

12. FORCE MAJEURE

“**Force Majeure Event**” means any physical event or circumstance beyond the control of a Party which prevents that Party from performing its obligations under these Terms of Service or uncontrollable events which make it impracticable or commercially unreasonable for the Party

affected by such events to perform under the Terms of Service, which events shall include but is not limited to acts of God, pandemic, epidemic, acts of war, invasion, act of foreign enemy, action or intervention of authorities, damage caused by thunderstorm, flood, hurricane, typhoon, earthquake, tornado, cyclone, volcanic eruption or other natural disaster, disturbance in electric supply. For avoidance of doubt, a Force Majeure Event shall not include any event or circumstance which is caused by or the effect of an act or omission of a Party hereto.

Neither Party shall be liable to the other in respect of the performance of obligations under these Terms of Service upon occurrence of any Force Majeure Event. However, a Party whose performance of its obligation under these Terms of Service are affected by a Force Majeure Event must take reasonable steps to mitigate the effect of and to circumvent the Force Majeure Event.

13. EFFECTS OF TERMINATION

Upon the termination of these Terms of Service, all of the provisions of these Terms of Service shall cease to have effect, save and except the provisions that stated otherwise shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely). This provision is without prejudice to Infomina's rights and remedies under these Terms of Service or at law.

14. LIMITATIONS AND EXCLUSIONS OF LIABILITY

To the maximum extent permitted by law, Infomina shall not be liable or responsible in any manner of whatsoever nature for any loss or damage (whether direct or indirect), costs, loss of revenue, loss of profits, or any consequential loss whatsoever suffered by you or any other person as a result of using or failure to use the Platform, Services, Content or any Products, including the damage or loss of data caused by virus or any other similar programmes.

To the maximum extent permitted by law, Infomina shall not be liable for, and you agree to fully indemnify Infomina against all claims, losses, liabilities, proceedings, demands, costs and expenses (including legal fees) which may be the result of, or which Infomina may sustain in connection with, or arising from, the provision of the Services to you.

Notwithstanding anything to the contrary contained in these Terms of Service, the maximum liability of Infomina shall not exceed in aggregate the sum of the total payment made by you in 12 months prior to the claim arises.

15. INDEMNITIES

You agree to fully indemnify and hold Infomina harmless, along with its affiliates, officers, employees, directors, owners, agents, service providers, information providers, licensors, licensees, successors and assigns (collectively, the "**Indemnitees**") from and against any claim, action, proceeding, demand, loss, damage, cost or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from:

- (a) Your breach of these Terms of Service and any terms relating to your use of the Service;
- (b) Your access or use of the Service;

- (c) Any action taken by Infomina either as part of Infomina's investigation of any suspected breach of these Terms of Service or as a result of Infomina's finding or decision that a breach of these Terms of Service has occurred; and
- (d) Your breach and/or infringement of any rights of any other person.

You shall cooperate as fully as reasonably required in the defence of any such claim, action or proceeding. Infomina reserves the right, at its own expense, to assume the exclusive defence and control of any claim or matter subject to indemnification by you. This clause shall survive the termination or expiration of these Terms of Service (howsoever caused).

16. CONFIDENTIALITY

For the purpose of this clause, "**Confidential Information**" means any information that is proprietary or is not generally known to the public belonging to the Parties which the other Party may have access to, or which may have come to the knowledge of the Parties and/or pursuant to these Terms of Service. Your Confidential Information shall not include information which:

- (a) Is in the public domain at the time of disclosure or later enters the public domain through no fault of Infomina;
- (b) Is received by Infomina from a third party not associated and/or related to you;
- (c) Is presently known to Infomina;
- (d) Is required to be disclosed by law, judicial or administrative process or by governmental authority;
- (e) With your written consent including the personal data which are consented to by you pursuant to the clauses herein.

You covenant with Infomina that you shall keep all of Infomina's Confidential Information in confidentiality and shall not divulge or disclose Infomina's Confidential Information for its or any third party's undue benefit. This confidentiality obligation shall survive notwithstanding any lawful termination or expiry of these Terms of Service (howsoever caused).

17. SEVERANCE

If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this notice, which shall remain in full force and effect. Failure by either Party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

18. GOVERNING LAW & JURISDICTION

These Terms of Service shall be governed by, and construed in accordance with, the laws of Malaysia and the Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia in relation to any dispute as to the Terms of Service.

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of these Terms of Service shall first be attempted to be settled amicably through mutual consultation and/or negotiations between the parties without reference to any third party before an action is taken at the courts of Malaysia. The requirement of this provision is considered to have been fulfilled upon the lapse of three (3) months (or any other mutually agreed extension thereof) (the "**Dispute Settlement Period**") from the date a party notifies the

other party in writing of any difference of dispute to be resolved and parties fail to reach a settlement of such dispute or difference within the Dispute Settlement Period.

19. PERSONAL DATA

By providing your personal data or obtaining the Service, you hereby acknowledge, agree and consent that Infomina shall be entitled to collect, record, hold, store, use, disclose or otherwise process your personal information for purposes which are necessary or related to the provision of Services by Infomina according to Infomina's Privacy Policy at https://ssmsearch.com/docs/privacy_policy.pdf. If you are providing the personal data of a third party (a "**Third Party Data Subject**"), you hereby warrant that you have obtained the consent of the Third Party Data Subject for the disclosure and processing of the personal data in accordance with the Privacy Policy.

You shall indemnify and keep Infomina harmless against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the personal data supplied by you is in breach of any requirements under the applicable privacy or personal data protection laws.

20. DATA USAGE

Other than your personal data, Infomina may also collect and process other information or data about you which are generated pursuant to or as a result of your usage of the Services and/or the Platform ("**Activity Data**"). You hereby agree that the Activity Data (excluding any personal data and personally identifiable information of yours) shall belong to Infomina, and it shall have unfettered right to deal with the Activity Data.

21. DATA SECURITY

Where appropriate, Infomina may use available technology to protect the security of the Platform and communications made through the Platform. However, Infomina does not accept responsibility for the integrity of any transactions or communications made through the Platform.

22. SECURITY ASSURANCE

You shall be solely responsible for protecting the confidentiality and security of your login credentials for your Accounts and the API Keys.

You should safeguard your login credentials for your Accounts as well as the API Keys by keeping them secure, secret and confidential. Do not share your login credentials and the API Keys or allow access or use of them by others, without your authorisation and consent. If you think your login credentials or the API Keys have been compromised, you are responsible to inform Infomina immediately for appropriate actions to be taken. If your login credentials or the API Keys have been compromised, you are responsible for any and all actions and/or transactions made using your Account and/or API Keys during such time, and Infomina will not be made responsible in any way whatsoever (including the refunds of S-Points lost as a result of the compromise) unless the compromise is attributable to a misconduct or gross negligence of Infomina.

23. DISCLAIMER

The Products obtained from the Platform are generated based on the data provided and maintained by CCM (the “**CCM Data**”). Infomina as the operator of the Platform and the provider of the Services has no control over the sourcing, gathering, maintenance and processing of the CCM Data. Infomina disclaims any liability for any damage or loss that may be caused as a result of any error or omission in the CCM Data or reliance on the Products obtained from the Platform.

The Products are provided on an “as is” basis without warranties of any kind. Infomina does not make any representations or warranties whatsoever. To the fullest extent permitted by law, Infomina does not warrant and hereby disclaim any warranty, whether express, implied or statutory, to you or any third party in relation to the use or access of the Platform and/or the Products, including but not limited to any warranty:

- (a) as to the accuracy, correctness, completeness, reliability, currentness, timeliness, non-infringement, title, quality, merchantability or fitness for any particular purpose of the Services, Platform and Products;
- (b) that the Products made available through the Platform, the Services, the Platform or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Platform, the Services and the server is and will be free of all viruses and/or other harmful elements.

You are required to make your own independent investigation and/or verification on the truthfulness, correctness and/or accuracy of the contents, information or data contained in the Products by checking with the relevant parties concerned.

To the fullest extent permitted by law, Infomina shall also not be liable to you or any third party for any damage or loss of any kind, howsoever caused as a result (direct or indirect) of (i) the use of the Platform and the Services, including but not limited to any damage or loss suffered as a result of reliance on the Products made available on the Platform; (ii) any system, server or connection failure, malfunction, error, omission, delay in transmission or communication, interruption, internet access difficulties or computer virus; (iii) any breach of the security, authenticity, integrity or confidentiality of any transaction or communications made through the Platform or otherwise.

The Products and the Services do not constitute financial or other professional advice. If financial or other professional advice is required, services of a competent professional should be sought.

24. THIRD-PARTY LINKS

Certain content, products and services available via the Platform may include materials from third-parties. Third-party links on the Platform may direct you to third-party websites that are not affiliated with us. The access of any third-party websites will be subject to the applicable terms and conditions that are not within our control and unconnected to us. Use of any hyperlinks and access to such linked websites are entirely at your or any third party’s own risk. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will have not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of third-parties, whether or not accessible from the Platform.

25. ASSIGNMENT

You shall be prohibited from assigning, delegating, or otherwise transferring these Terms of Services, in whole or in part, unless with the prior written consent of Infomina.

26. NOTICES

All communications, notices, statements and requests required under these Terms of Service shall be made in writing and sent to the following address:

(i) **Infomina**

Address: BO3-C-12-1, Menara 3A
No. 3, Jalan Bangsar, KL Eco City
59200 Kuala Lumpur

(ii) **You**

Address: As provided to us during Account creation