

**TERMS & CONDITIONS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO TM INFO-MEDIA SDN BHD (“TMIM”) SERVICE. BY INDICATING YOUR ACCEPTANCE TO THE SERVICE, YOU (“CUSTOMER”) ARE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN. TMIM RESERVES THE RIGHT TO ADD, MODIFY, DELETE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME. CONTINUATION OF ACCESS OR USE OF THE SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS.

**1. DEFINITION**

In this Agreement where the context so admits, the following expression shall have the meanings designated unless otherwise distinguished:-

“**Agreement**” means the terms and conditions stipulated herein;

“**Commencement Date**” means the Date of when the Customer’s Domain is activated;

“**Digital Marketing Solutions (“DMS”)**” means an integrated marketing solution for businesses which increase business presence and promote business online via digital platform which comprises of Yellow Pages Digital, Instaweb, Google Ads and Facebook Ads currently offered in three (3) packages namely Essential, Commerce and Deluxe (hereinafter referred to as “Service”);

“**Domain**” means the name of the website address within the internet realm;

“**DMS Portal**” means the portal where registration process takes place accessible via [www.yellowpages.my/dms](http://www.yellowpages.my/dms) or any other domain name as may be assigned or updated by TMIM;

“**Duration of Agreement**” the duration of this Agreement shall commence from the Commencement Date and shall continue for one (1) year unless otherwise terminated earlier in accordance with the provision of this Agreement (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically continue on a monthly basis (if the Customer pays for monthly Subscription Fee) or on a yearly basis (if the Customer pays for yearly Subscription Fee) unless the Customer chooses to terminate the Service in accordance with Clause 8.2 below;

“**Facebook Ads**” means the ads targeted to users based on their demographic, location and profile information. Ads will appear at users’ Facebook news feed;

“**Facebook Page**” means a public profile page on Facebook specifically created for businesses, brands, celebrities, causes and other organizations;

“**Free Trial**” means 30-day free access to Website Builder for Customer to experience the Service before subscribing to it;

“**Google Ads**” means an online advertising platform to display brief company information, service offerings and product listings;

“**Instaweb**” means a website builder that instantly converts a Facebook page into a website;

“**Online Transfer**” means payment of Subscription Fee by the Customer from Customer’s bank account to TMIM’s bank account by electronic or Internet means (i.e. online banking/cash deposit machine).

“**Parties**” means TMIM and the Customer collectively;

“**Subscription**” means the action of Customer agreeing to the Agreement herein and using the Service by making payment to TMIM;

“**Subscription Fee**” means the fee payable by the Customer for using the Service either on yearly or monthly basis;

“**Website Builder**” means an online portal that contains the tools to manage and make changes or additions to the website;

“**Yellow Pages Digital**” means the Customer’s business listing displayed on [www.yellowpages.my](http://www.yellowpages.my).

## **2. LISTING OF CUSTOMER’S TELEPHONE NUMBER**

2.1. The Customer hereby consents to the listing of its registered telephone number in the Yellow Pages Digital or any other directories published by TMIM or the posting of such information at TMIM’s website. TMIM reserves the right at all times to use the Customer’s registered telephone for the purpose of marketing and/or promoting of TMIM’s commercial product and consent for the aforementioned is hereby given by the Customer.

## **3. SIGNATORIES PROPERLY AUTHORISED/WARRANTY**

3.1. The Customer warrants that it is authorised and entitled to advertise the business service or products described in this Agreement, copy sheet and customer proof furnished by TMIM. In the event this Agreement is being signed on behalf of the Customer by any person (“the Signatory”), the Customer warrants that the Signatory has the authority to enter into this Agreement on behalf of the Customer and bind the Customer accordingly.

3.2. The Customer is solely responsible for the information and content of the Advertisement and Campaign items and warrants that all particulars and information provided in this Agreement are true in every respect and undertake to immediately notify TMIM of any change in such information.

3.3. The Customer shall be solely responsible for ensuring and undertakes that all licences, permits, consents, approvals and intellectual property or other rights as may be required for providing the Advertisement and Campaign items have been obtained.

3.4. The Customer shall ensure that the information and content provided for the advertisement are in compliance with and not in contravention of all applicable laws of Malaysia including but not limited to the Communications and Multimedia Act 1998 or any by-laws, rules, regulations or other subsidiary legislation under such Act, or any directions, order, requirement or instruction whatsoever given by any authority competent to do so under any written law.

- 3.5. The Customer shall ensure that the information and content for the Advertisement and Campaign items will not infringe any intellectual property rights of any person.
- 3.6. The Customer represents and warrants that the use, reproduction distribution or transmission of the Advertisement and Campaign items will not violate any applicable laws, regulations or any rights of any person or third parties, including but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of any person, celebrity, or any other rights of any person or entity.

#### **4. INTELLECTUAL PROPERTY**

- 4.1. All copyright in the Advertisement and Campaign items requested herein will vest in TMIM and the Customer is not permitted to reproduce all or any part of the Advertisement and Campaign items without TMIM's prior written approval.
- 4.2. By advertising on Yellow Pages Digital or any other directories published by TMIM, the Customer allows TMIM the usage of its copyright including brand name, visuals and content of advertisement for the purpose of promotions in relations to TMIM's products.
- 4.3. The Customer shall defend any claim, suit or proceedings brought against TMIM so far as it is based on a claim that the Advertisement and Campaign items or the content therein infringes the intellectual property rights of any third party. The Customer shall indemnify TMIM against all damages and costs in any judgments entered in such a suit by a court of competent jurisdiction or proceedings and against settlements and costs arising out of such claim, suit or proceedings.
- 4.4. If any allegation or determination of infringement of intellectual property rights is made in relation to the Advertisement and Campaign items or the content therein, the Customer shall at its own expense:
- a) Edit or modify the Advertisement and Campaign items or the content therein in order to avoid continuing infringement; or
  - b) Procure the right to use the Advertisement and Campaign items or the content therein in accordance with this Agreement.

#### **5. ADVERTISING & CAMPAIGN ITEMS**

##### **5.1. Yellow Pages Digital**

- a) The advertising items uploaded in Yellow Pages Digital ("Advertisement") shall comply with TMIM policies and relevant law and The Customer warrants that the Advertisement do not infringe the intellectual property rights of third party.
- b) No specific position or paging is guaranteed for any listing.
- c) The name, address and telephone number of the Customer wherever appearing in Yellow Pages Digital will be as provided by the Customer.
- d) It is compulsory for the Customer to have a Registration of Company ("ROC") number in order for the advertising item to be listed in Yellow Pages Digital. TMIM has a right to not list the Customer's company in Yellow Pages Digital if the Customer does not have or fail to provide a ROC number when requested by TMIM.

- e) The classified headings will conform to the standard terms used by TMIM. TMIM shall have the absolute discretion to change all the listing item to conform to TMIM practices.
- f) The quality of photo and image uploaded in Yellow Pages Digital is dependent upon the quality of the original supplied photo or image. Small or fine text especially used as reserves or colour text may not always be legible when the same has been uploaded in Yellow Pages Digital.
- g) The Customer is given three (3) working days from the Customer's receipt of a campaign brief from TMIM to provide photo or image to TMIM for the listing of the Advertisement in Yellow Pages Digital. If TMIM does not receive any feedback after the given timeline, TMIM will automatically publish the Advertisement based on the Customer's company name, ROC number, email address and contact number received during the registration process.
- h) Customer may update or amend the Advertisement listed by login to Yellow Pages Digital account using the login details provided by TMIM.
- i) TMIM is not liable for any claims from the Customer and/or Signatory for any late publication or posting.
- j) TMIM reserves the right not to publish or post any or all of the advertising & campaign items requested by the Customer without giving any reason whatsoever to the Customer notwithstanding any entry that may appear in this Agreement, the copy sheet and/or the Customer's proof.

## **5.2. Instaweb**

- a) The Customer shall be given access to the Free Trial of the Website Builder prior to the Subscription by registering at the DMS Portal.
- b) The access to the Free Trial shall commence immediately after the website is created at the DMS Portal.
- c) Upon expiration of the Free Trial, the Customer may continue with the Subscription of the Service.
- d) The Subscription shall commence after the completion of the following:
  - i. indicating its agreement to continue with the Subscription of the Service at the DMS Portal;
  - ii. Subscription Fee is paid to TMIM in accordance to Clause 7;
  - iii. Payment is received in TMIM's account and Customer has sent the proof of payment to TMIM; and
  - iv. Domain name is approved and released by TMIM.
- e) The Customer may choose a domain name to represent its website subscribed under the Service. However, in the event where the domain name chosen by the Customer is unavailable, then the Customer will be immediately prompted and another domain name shall be selected. For avoidance of doubt, TMIM will only process a domain name that is still available and has not been taken by any other party.
- f) TMIM shall only provide the domains ending with ".com", ".net", ".biz" and ".org" at no additional costs to the Customer.
- g) If the Customer wishes to have a domain ending with ".my", an additional cost will be imposed ("Domain Fee"). Upon making the Subscription Fee together with Domain Fee in accordance to Clause 5.2(d) (ii), the Customer is required to send a written request to TMIM for the said domain via e-mail to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my) and shall thereafter allow an additional fourteen (14) days for TMIM to process the Customer's request ("Processing Period"). For the avoidance of doubt, the Processing Period begins after the payment is received in TMIM's account.

- h) In the event where the domain as requested under Clause 5.2(g) is unavailable, the Customer may request for a refund of the Domain Fee.
- i) Customer who pays for yearly Subscription Fee will get free training during the Duration of Agreement and Customer who pays for monthly Subscription Fee will need to pay RM50 for each training if they wish to attend.
- j) TMIM will provide information to the Customer on the training date and location. The Customer may attend the training at any time (multiple attendance are allowed, subject to Clause 5.2(i))
- k) If the Customer needs additional training or do not receive any information on the training date and location, the Customer is required to send a written request for training to TMIM via e-mail to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my).

### **5.3. Facebook Ads and Google Ads**

- a) The Customer who subscribes to the DMS Deluxe package shall be entitled to one (1) campaign only of either Facebook Ads or Google Ads (“Campaign”) during the Duration of the Agreement.
- b) For Customer who pays for monthly Subscription Fee, the Campaign will run on a monthly basis only after the full monthly payment is received from the Customer. Any late payment of the Subscription will result in a shorter Campaign period.
- c) The default Campaign objective is brand awareness which the Customer can specify the details for audience targeting during the registration process.
- d) The formats for Facebook Ads are still image, carousel, slide show, video or promo video (Graphic 20 seconds). The Customer shall choose only one (1) format for Facebook Ads applicable for the Duration of the Agreement. The format for Google Ads is Google Keyword Search.
- e) The Customer is given three (3) working days from the Customer’s receipt of a Campaign brief from TMIM to provide own materials (i.e. logo, product image, video etc.). If TMIM does not receive any feedback after the given timeline, TMIM will not run the Campaign until the same is provided by the Customer and the Customer acknowledges that this will affect the Campaign period.
- f) The Customer is given three (3) working days to approve a Campaign design. If TMIM does not receive any feedback or approval after the given timeline, the design will be deemed approved and will be published automatically.
- g) The Customer is given two (2) chances to amend a Campaign design. One (1) chance is given before the Campaign goes live, and one (1) more chance is given after the Campaign goes live, during the Duration of the Agreement.
- h) The Customer may choose to add on Campaign to the DMS packages (Essential, Commerce & Deluxe) of its choice. This will act as a one-time Campaign with a Campaign period of one (1) month.
- i) The Customer who subscribes to DMS Deluxe package acknowledges that twenty-five percent (25%) of the Subscription Fee shall be treated as a management fee. This shall also be applicable to Customers who subscribe to DMS Essential, Commerce or Deluxe packages who has any add-on Campaign as described in Clause 5.3(h).
- j) TMIM shall use its best endeavours to ensure the efficiency of the Campaign. TMIM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties on total reachability or total impressions from the Campaign.

5.4. TMIM reserves the right to remove any part of the Service at any time if TMIM is of the view of such part of the Service contravene TMIM policies, relevant law and/or intellectual property rights of third party.

## **6. CUSTOMER'S RESPONSIBILITIES**

6.1. The Customer agrees that it shall:

- a) allow access to its Facebook Page and its content to create a website using the Service;
- b) be solely responsible for the content published on its Facebook Page and website and ensure that the content does not contravene any laws, regulations and directions by the local authorities, regulators or censorship bodies in Malaysia and that the content does not contain material or activities that are threatening, obscene, disparaging or hate related, abusive, containing materials of pornography, nudity, erotica or sex related merchandising and includes promotions of any illegal or prohibited activities;
- c) ensure its business operation is valid, legitimate and in compliance with all applicable Malaysian Laws;
- d) make duly payment for the Subscription of Service herein;
- e) not resell, share or sublet the Service to third parties without prior written consent from TMIM;
- f) comply with all notices or instructions or directions issued by TMIM from time to time in respect of the use of the Service;
- g) comply with the rules of any network to which the Customer has access through the Service;
- h) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- i) abide and adhere to the terms and condition of this Agreement;
- j) not use the Service in any manner, which in the opinion of TMIM may adversely affect the use of the Service by other Customers or efficiency or security as a whole;
- k) ensure that the contents, images, materials and information created from the Facebook page which are used for the purpose of the Service herein do not infringe intellectual property rights of any person or third party; and
- l) comply with all the applicable laws and regulations of Malaysia.

## **7. PAYMENT**

- 7.1. TMIM shall issue invoice to Customer for the payment of the Subscription Fee based on the payment term selected by the Customer either monthly or yearly basis.
- 7.2. Invoice will be made available to Customer on the Customer's Instaweb dashboard. TMIM may also send the invoice to the Customer's email address provided by the Customer during the registration process.
- 7.3. For Customer who pays monthly Subscription Fee, the Customer's payment cycle will follow the date of the invoice.
- 7.4. Payment of the Subscription Fee as stated in invoice is to be paid within thirty (30) days from the date of invoice.
- 7.5. Customers who wish to change the payment term (either monthly or yearly) after the expiry of the Initial Term, should provide a written request to TMIM, thirty (30) days before the expiry of the Initial Term.
- 7.6. The mode of payment shall be as selected by the Customer either Online Transfer or Cheque.
- 7.7. If the Customer chooses to pay via Cheque, the Cheque be issued to TMIM and must bear TMIM's account no. as provided by TMIM in the invoice.

- 7.8. Upon making the payment of the Subscription Fee, the Customer is obligated to send a proof of payment to TMIM via e-mail to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my).
- 7.9. If the Customer pays monthly Subscription Fee and has outstanding invoices for three (3) consecutive months, the Customer's Subscription to the Service will be suspended. Upon suspension, the Customer may, at the discretion of TMIM, be allowed to reconnect to the subscription by paying the full amount of outstanding invoices and the latest invoice with an additional reconnection fee of RM10.
- 7.10. For the avoidance of doubt, the Customer's responsibility to fully pay TMIM the Subscription Fee and any other charges as may be imposed by TMIM shall remain and survive the expiry or termination of this Agreement.
- 7.11. TMIM reserves the right at all times to use any other means permitted by law to recover any/all amounts outstanding to TMIM.

## **8. SUSPENSION AND TERMINATION**

### **8.1 Suspension of Service by TMIM**

- 8.1.1 TMIM shall have the right to suspend the Service including but not limited to the following circumstances:
- a) non-payment of the Subscription Fee by the Customer as described in Clause 7.9;
  - b) infringement of third party's intellectual property rights by the Customer; and
  - c) the Customer operates its business without appropriate licenses.
- 8.1.2. Notwithstanding the suspension of Service, the Customer shall be liable to pay the Subscription Fee to TMIM until the circumstances as stated above are duly rectified failing which, TMIM may exercise its termination rights under Clause 8.

### **8.2 Termination by Either Party**

- 8.2.1 This Agreement may be terminated by giving thirty (30) days prior written notice by either Party if:
- a) any of the warranties and representations under Clause 3 are untrue; or
  - b) it is required by law; or
  - c) winding up petition has been served to the other party; or
  - d) if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), permits the appointment of a receiver or a receiver and manager for its business or assets, or becomes subject to any legal proceedings relating to insolvency, reorganization or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; or
  - e) upon occurrence of a Force Majeure event, which continues for a period of thirty (30) days; or
  - f) either party commits a material breach of this Agreement which is not capable of remedy; or
  - g) the other Party breaches this Agreement and the defaulting Party has been given a written notice specifying the act of default and required to rectify the default within fourteen (14) Days of the notice; and the defaulting Party failed to so rectify or remedy the breach.

### **8.3 Termination by Customer**

8.3.1 Customer who pays monthly Subscription Fee if so wishes to terminate this Agreement during the Duration of Agreement, such Customer shall:

- a) provide a written notice to TMIM thirty (30) days, prior to the next billing date via email to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my);
- b) be liable to pay the outstanding Subscription Fee to TMIM before the date of termination (if any) and the Subscription Fee for the remaining Duration of Agreement.

8.3.2 Customer who pays yearly Subscription Fee if so wishes to terminate this Agreement during the Duration of Agreement, such Customer shall give a written notice to TMIM at any time during the Duration of Agreement via email to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my). However, TMIM will not return the Subscription Fee paid by such Customer for the remaining duration of the Initial Term.

### **8.4 Termination by TMIM**

8.4.1 Notwithstanding the above, in the event the Customer commits a breach or potential breach of any term herein, TMIM reserves the right to take necessary action including but not limited to termination of this Agreement. TMIM shall take all reasonable effort to notify the Customer of any breach or potential breach prior to such termination.

8.4.2 TMIM reserves the right to terminate the Agreement without assigning any reason by giving thirty (30) days written notice to the Customer.

8.5 The termination of this Agreement shall not prejudice the rights of TMIM to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.

## **9. WAIVER**

Failure or neglect by TMIM to enforce any of the provisions in this Agreement shall not be construed nor shall it be deemed to be a waiver of its rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of this Agreement or prejudice TMIM's rights to take subsequent action.

## **10. HEADINGS**

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of any of the terms and conditions of this Agreement.



## **11. LIMITATION OF LIABILITY**

- 11.1 TMIM shall not be liable to the Customer whether such liability is asserted on the basis of contract, tort (including negligence and strict liability) or other legal or equitable grounds, for any economic loss and loss of interest, loss of profits, loss of goodwill loss of business, loss of data or its use or loss of revenue or any consequential, indirect, incidental, special, punitive and/or exemplary damages suffered by the Customer arising out of or in relation to this Agreement.
- 11.2 Notwithstanding anything to the contrary, TMIM's entire liability under this Agreement shall be limited to the amount of the Subscription Fee paid by the Customer during the Duration of Agreement or at the point of termination of this Agreement.

## **12. INDEMNITY**

The Customer hereby irrevocably undertakes to indemnify in full and hold TMIM harmless from any and all costs, expenses, losses, damages, liabilities, proceedings, claims and demands (including agency and solicitors fees, costs and court fees) whatsoever arising out of or in any way caused by the advertising copy, printing or listing of the same in Yellow Pages Digital or posting at TMIM's website in the event that it becomes necessary for TMIM to institute or defend any legal proceedings of any nature in order to enforce or protect its rights in respect of or arising from this Agreement.

## **13. AMENDMENT AND MODIFICATION**

TMIM reserves the right to add, delete, alter or amend any of these terms and conditions at any time by giving notice to the Customer through any mode that TMIM deems fit and shall become effective and binding on the date as notified by TMIM.

## **14. NOTICE**

- 14.1 The Customer hereby irrevocably consents to the service of any notice under this Agreement to the relevant telecommunication numbers and addresses
- 14.2 The Customer may send any notice to TMIM via email to [wecare.enquiry@tm.com.my](mailto:wecare.enquiry@tm.com.my) during normal working hours (8.30am - 5.30pm) or via post to TMIM's address as available in the DMS Portal.
- 14.3 All notices shall be deemed to have been served on the recipient when delivered (if delivery by hand) or forty-eight (48) hours after posting (if sent by pre-paid registered post) or on transmission by the sender (if sent by facsimile or email).

## **15. SEVERABILITY**

If any of the provision of this Agreement becomes invalid, illegal and unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

## **16. STAMP DUTY**

The Customer shall bear all costs and expenses incurred by TMIM in enforcing this Agreement or in bringing any action or proceeding to recover any money, costs and expenses due and payable by the Customer to TMIM. When there is a requirement for this Agreement to be stamped, the stamp duty shall be payable by the Customer.

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by in all respects and shall be construed according to the Laws of Malaysia and the Court of Malaysia shall have exclusive jurisdiction.

## **18. SUCCESSORS-IN-TITLE**

This Agreement shall be binding upon the heirs, assigns, personal representative and successors-in-title and assigns of the Parties.

## **19. SALES AND SERVICE TAX**

All fees under this Agreement are exclusive of any taxes, levies, duties or similar governmental charges including but not limited to the Sales and Service Tax ("Taxes") required to be paid by law and the fees and Taxes shall be payable to TMIM by the Customer in full. In the event where Taxes are required to be paid by law, TMIM is obliged to charge and the Customer shall pay such Taxes in addition to the fees in full.

## **20. TIME**

Time wherever mentioned herein shall be of the essence of this Agreement.

## **21. FORCE MAJEURE**

21.1 TMIM shall not be in breach of its obligations under this Agreement and liable for any damages suffered by the Customer if it is unable to perform or fulfil any of its obligations under this Agreement (or any part of it) as a result of Force Majeure event. "Force Majeure" shall mean:

- a) War (whether declared or not), hostilities, invasion, act of foreign enemies;
- b) Insurrection, revolution, rebellion, military or usurped power civil war or act of terrorism;

- c) Natural catastrophes including but not limited to earthquakes, flood, tsunami, haze declared as dangerous by the authority or any operation of the force of nature against which TMIM could not reasonably have been expected to take precautions;
- d) Nuclear explosion, radioactive or chemical contamination or radiation;
- e) Pressure wave caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- f) Cyber-attacks or computer viruses or failure of third party software; and
- g) Any actions of third party or contingencies that are beyond TMIM's control including but not limited to vandalism and cable theft.

21.2 Should the Force Majeure event prevents TMIM from performing its obligations under this Agreement for a period of thirty (30) days, TMIM may terminate this Agreement and be released from further performance of its obligations hereunder giving thirty (30) days written notice to the Customer.

## **22. ASSIGNMENT**

The Customer may only assign its rights under this Agreement to a third party with prior written consent of TMIM. TMIM may assign or novate this Agreement or any part thereof to any entity within TM group of companies and consent for the aforementioned is hereby given by the Customer.

## **23. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all other agreements, correspondence, discussions or understandings with respect to or in connection with any of the matter to which this Agreement refers to.

## **24. CONFIDENTIALITY**

The Customer shall keep confidential the content of this Agreement, and not disclose the same to others except to the minimum extent:

- a) required by laws;
- b) required by a lawful authority (including a court or regulator);
- c) disclosure to its authorised representative for the purpose of this Agreement; or
- d) agreed in writing between the Parties.

## **25. PERSONAL DATA PROTECTION**

### **25.1 Definition**

“Personal Data” shall have the meaning as defined in the Personal Data Protection Act 2010.

## **25.2 Data Sharing**

The Customer hereby acknowledges that TMIM shall have the right to share the Customer's data with TMIM's related companies for the purpose of marketing activities in respect of products and services of TMIM and/or its related companies from time to time as TMIM deems fit provided always that TMIM and its related companies shall observe the applicable confidentiality obligations as imposed by law or by contract and shall abide by the same strictly.

## **25.3 Data Protection**

Customer agrees that it will comply and will procure warranties from any employees, agents and/or subcontractors that may process the Personal Data to:

- a) comply with all applicable data protection laws of Malaysia which shall include Personal Data Protection Act 2010;
- b) on the request from TMIM, provide an up-to-date copy of the Personal Data in the format supplied by TMIM and within any reasonable time periods required by TMIM.

## **25.4 Integrity and Access to Customer's Own Personal Information**

The Customer will ensure that personal information and preferences provided to TMIM are accurate, complete and up to date. Any modification to the said information can only be done by the Customer. For any of personal information which cannot be directly rectified, the Customer may request TMIM to correct such information if it is incorrect/inaccurate or to delete it if it is no longer applicable or not required to be retained. However, TMIM reserves the right to decline to process requests which jeopardize the security and privacy of the personal information of others as well as requests which are impractical or not made in good faith. Where Customer elects to limit TMIM's right to process personal information, Customer may directly contact TMIM.

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