

# TERMS AND CONDITIONS

## Part A: General Rules

### 1. Introduction

These terms and conditions (“**Terms**”) constitute the terms between End User, Business Advisor and/or Grantor (“**you**” or “**your**”), and Credit Guarantee Corporation Malaysia Berhad (“**CGC**”, “**we**”, “**our**”, “**us**”). In using our Portal, you are advised to read these Terms carefully as it affects your rights and liabilities under applicable laws and regulations in Malaysia. If you do not agree to these Terms, you should not use the Portal.

### 2. Definitions and Interpretations

#### 2.1 Definitions

The following terms shall have the following respective meanings:

- (a) “**Advisory Services**” means the of business advisory, diagnostic, coaching services and various programmes offered to End User who apply for the Products;
- (b) “**Business Advisor**” means any user of the Portal who accesses or uses the Portal for the purposes of offering to the End User an Advisory Services;
- (c) “**CGC**” means Credit Guarantee Corporation Malaysia Berhad (Company No. 12441-M) having its registered office at Level 14, Bangunan CGC, Kelana Business Centre, 97, Jalan SS7/2, 47301 Petaling Jaya, Selangor Darul Ehsan;
- (d) “**End User**” means any user of the Portal who accesses or uses the Portal for the purposes of searching, applying or securing the Products;
- (e) “**Grantor**” means any user of the Portal who access or uses the Portal for the purposes of offering, approving, issuing or granting the Products;
- (f) “**Intellectual Property Rights**” include any patent, copyright, registered design, trade mark, right in design, service mark, right under licence or other industrial or intellectual property right, whether or not any of them are registered and including applications for registration of any of the foregoing and all forms of protection of a similar nature or having similar effect which may subsist in Malaysia and/or anywhere in the world;
- (g) “**Portal**” means imSME, an online platform which matches SMEs’ business needs and profiles with eligible Products; and

- (h) “**Products**” means the loan, financing, grants and/or schemes offered or made available by the Grantor through the Portal.

## 2.2 Interpretation

In these Terms, headings and boldings are only for convenience and do not affect interpretation, and unless the context requires otherwise:

- (a) words in the singular include the plural and the other way around;
- (b) words of one gender include any gender;
- (c) a reference to a party includes that party’s executors, administrators, successors and permitted assigns;
- (d) a reference to a right includes a remedy, power, authority, discretion or benefit;
- (e) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it and any rules, regulations and guidelines issued under that legislation or subsidiary legislation;
- (f) a reference to a document, including these Terms, includes any amendment or supplement to, or replacement or novation of, that document, as the case may be;
- (g) if a word or phrase is defined, another grammatical form of that word or phrase has a corresponding meaning; and
- (h) examples are descriptive only and not exhaustive.

## 3. **Effect**

3.1 By continuing to browse and use this Portal, you agree to comply with and be bound by these Terms.

3.2 We reserve the right to change, modify, add or remove these Terms or part thereof, at any time. Changes will be effective when posted on the Portal. We shall not be responsible for any damage suffered or sustained by you in connection with your failure to understand the amended Terms. Your continued use of the Portal following the posting of the amended Terms constitutes your acceptance to abide by and be bound by these Terms.

3.3 You shall comply with these Terms and shall be solely responsible for all losses and damages arising out of or in connection with your breach or failure to comply with these Terms.

#### **4. Right to Use**

4.1 You warrant and represent not to:

- (a) decompile, reverse engineer, disassemble, or copy the whole or any part of the Portal or the content (and to not permit any third party to do the same);
- (b) infringe any Intellectual Property Rights relating to any intellectual property accessible on or through the Portal;
- (c) provide information or content on or through the Portal that is false, misleading, fraudulent, illegal, threatening, obscene, hateful, libellous, or defamatory;
- (d) use the Portal to harvest or collect personal data of other parties for the purpose of issuing unsolicited communications;
- (e) use the Portal in any way that would damage it or impair it; or
- (f) upload any viruses to the Portal.

4.2 In the event you give us information about another person, for example, the personal information of your company's director, shareholder or employee, you warrant and represent that:

- (a) you have obtained the relevant person's consent for us to process his/her personal data; and
- (b) you have provided the relevant person with CGC's Personal Data Protection Notice [*insert hyperlink to Personal Data Protection Notice*].

4.3 You shall be responsible and liable for all use of the Portal.

4.4 You agree that we are not obligated to accept, review, monitor, or maintain any content provided by you or any other party.

#### **5. Restrictions**

5.1 By using the Portal, you expressly represent and warrant that you are legally entitled and have the capacity to accept and agree to these Terms.

5.2 You are responsible for the use of the Portal, including obtaining the necessary data network access to use the Portal. Your network data

usage charges and/or messaging fees may apply in using the Portal and you shall be responsible for such charges and fees.

- 5.3 You are using the Portal at your own risk. We shall not be liable for any damage to, or viruses or other codes that may affect any hardware or device, software, data or other property as a result of your access to or use of the Portal.
- 5.4 You may only access the Portal using authorised means. It is your responsibility to check and ensure that you have downloaded and/or updated the correct software for the hardware and device for your access to the Portal. We do not guarantee that the Portal, or any portion thereof, will function on any particular hardware or device. We are not liable if you do not have a compatible hardware or device or if you have downloaded the wrong version of the software on your hardware or device. We reserve the right not to permit you to use the Portal should you use the Portal with an incompatible or unauthorised hardware or device, or for purposes other than which the Portal is intended to be used.
- 5.5 You shall use the Portal in accordance with any instructions for use of the Portal which we make from time to time, these Terms and any laws and regulations at the time being in force in Malaysia including, but not limited to, the Communications and Multimedia Act 1998.
- 5.6 You shall not in any way use the Portal which in any respect:
  - (a) is fraudulent, criminal or unlawful;
  - (b) is false, inaccurate or misleading;
  - (c) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
  - (d) impersonates any other person or body or misrepresents a relationship with any person or body;
  - (e) interferes with other End Users or Grantors;
  - (f) may infringe or breach the Intellectual Property Rights of any third party;
  - (g) may be contrary to our interests;
  - (h) is contrary to any specific rule or requirement that we have stipulated on the Portal in relation to a particular part of the Portal and/or the Portal generally;

- (i) introduces computer viruses and/or other computer programming routines such as any viruses, malware, unsolicited e-mails, Trojan horses, trap doors, back doors, worms, time bombs or cancelbots that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, relating to or contained in the Portal;
- (j) creates liability for us or causes us to lose, in whole or in part, the services of our internet service providers or other suppliers; or
- (k) is in breach of any laws or regulations in Malaysia.

5.7 We reserve the right to remove any information posted on the Portal (if any) that we deem to be in violation of the above, at our sole discretion.

## **6. Availability and Accuracy**

6.1 We endeavour to make the Portal available twenty-four (24) hours a day, however we cannot be liable if for any reason the Portal is unavailable for any time or for any period. We make no warranty or guarantee that your access to the Portal will be uninterrupted or error-free.

6.2 Access to the Portal may be suspended or withdrawn temporarily or permanently at any time and without notice if such action is deemed necessary by us. We may temporarily suspend the provision of the Portal due to repair, maintenance, checking, replacement, breakdown of communication facilities or introduction of new facilities and functions. We shall not be liable for any damages or losses that you or a third party may suffer or sustain as a result of temporary or permanent suspension of the Portal.

6.3 To the extent permitted by law, no warranty or representation, express or implied, is given that information provided or made available to you through the Portal is complete, accurate, up-to-date or fit for a particular purpose. We make no representation and accept no liability for any errors, omissions or misrepresentation in respect of the information provided or made available to you through the Portal.

## **7. Confidentiality**

The Portal may allow you to access or view information which is confidential in nature, whether or not such information is expressly stated to be confidential. Such information may pertain to us or to other parties. Where you are able to access or view such information, you warrant and represent that unless such disclosure is expressly provided for under these Terms, you will not and will not allow other parties to disclose or reproduce such information without the prior approval of the owner of such information provided always that you may disclose such information if: (a) such information is already in the public domain otherwise than by disclosure by you; (b) the information was lawfully

obtained or available from a third party who is lawfully in possession of the same and is free to disclose it; or (c) the disclosure of such information is required by law.

## **8. Links to Third Party Websites and Social Media Platforms**

- 8.1 The Portal may contain links and/or references to other websites and social media platforms (“**Third Party Websites and Social Media Platforms**”). This may include advertising originating from Third Party Websites and Social Media Platforms. In the event that the Portal includes any such advertising, we are not responsible for the legality of or any error or inaccuracy in advertisers’ materials or for the acts or omissions of the advertisers.
- 8.2 The Third Party Websites and Social Media Platforms are not investigated, monitored or checked for accuracy or completeness by us.
- 8.3 We shall not be responsible for the contents, accuracy and/or opinions expressed in Third Party Websites and Social Media Platforms, and the inclusion of or reference to the Third Party Websites and Social Media Platforms does not imply approval or endorsement of those sites and platforms by us. We will not be involved in, and shall not be responsible for any transactions between you and a company connected through such Third Party Websites and Social Media Platforms.
- 8.4 In the event you decide to leave the Portal and access Third Party Websites and Social Media Platforms, you shall do so at your own risk.

## **9. Intellectual Property Rights**

Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring you or any third party any license or right, by implication, estoppel or otherwise, under any law, rule or regulation including, without limitation those related to Intellectual Property Rights. You agree that all intellectual property appearing on the Portal are the property of their respective owners. You shall not use, copy, transmit, publish, distribute or broadcast any works including but not limited to text, pictures, video and other content found on the Portal without prior permission of the respective owners.

## **10. Disclaimers**

- 10.1 We shall not be liable for any indirect, incidental, special, consequential or punitive damages, howsoever arising including but not limited to any damages for lost time, income, revenue, profits, good will or other similar items or any business interruption of any kind. We are not responsible for any failure to remove or delay in removing any erroneous, unlawful or harmful content or information from the Portal. Notwithstanding any other provisions of these Terms, you agree that the Portal and any and all of its content, elements, related facilities or capabilities, is provided on an “as-is” basis, at your own risk. We

expressly disclaim any express and implied warranties, including, without limitation, completeness or accuracy of any information provided or made available to you through the Portal. We do not warrant that the Portal and any of the content, elements, related facilities or capabilities will be free of interruption or error, that defects will be corrected, or that the equipment and software that makes the Portal available is free of viruses or other harmful components.

10.2 Any liabilities and risks relating to the transaction undertaken by you shall be borne by you. We shall not be responsible for any loss, damage or liability suffered by you arising from such transaction.

10.3 We do not endorse or recommend, are not an agent, and have no control over the Products or Advisory Services and we hereby expressly disclaim all liabilities and responsibilities arising in relation to any Products and/or Advisory Services.

## **11. Indemnity**

You agree to indemnify and defend us and hold us harmless against all claims, damages, costs and expenses of whatever nature (including costs on all indemnity basis) which we may incur or which may be awarded against us and which arise out of the use by you of the Portal or by any breach of any warranty or representation provided by you in these Terms. This indemnity shall not be subject to any limitation of liability and includes without limitation costs and expenses including professional fees incurred in responding to the dealing with claims made irrespective of whether proceeding have been commenced.

## **Part B: Use by End User**

### **12. Use of the Portal by End User**

12.1 As an End User, you may be required to provide certain information, including personal data for purposes of the Products and/or Advisory Services (“**Information**”).

12.2 You agree that by providing such Information through the Portal, you consent to such Information being made available to:

- (a) the Grantor for the purposes of assessment, approval, issuance or grant of the Products; and
- (b) the Business Advisor for the purposes of offering you the Advisory Services.

## **Part C: Miscellaneous**

13. These Terms shall be governed by the laws of Malaysia and the parties submit to the exclusive jurisdiction of the courts of Malaysia.

14. Except as expressly provided herein to the contrary, no provisions of these Terms, express or implied, are intended or will be construed to confer rights, remedies, or other benefits to any third party under or by reason of these Terms.
15. You shall not use or refer to our name or logo, or refer to us in any manner whatsoever:
  - (a) in any communication to the public, including communication to the press;
  - (b) for advertising or promotional purposes; or
  - (c) for the purpose of informing or influencing any third party,without our prior written consent.
16. These Terms shall bind and inure to benefit of the parties and their respective permitted assigns, representatives and successors in title.
17. We may assign, delegate or transfer any rights or obligations under these Terms, in its sole discretion, to a third party. You shall not assign, delegate or transfer any rights or obligations under these Terms to a third party without our written approval.
18. A party waives a right under these Terms only if it does so in writing. No failure or delay in exercising any right under these Terms shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
19. These Terms contains the entire understanding between the parties to these Terms with respect only to the subject matter thereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.
20. If any provision of these Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.