

TERMS OF SERVICE

OVERVIEW

This website is operated by Raffcomm Sdn. Bhd. ("**RAFFCOMM**"). Throughout the site, the terms "we", "us" and "our" refer to RAFFCOMM. RAFFCOMM offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "**Service**" and agree to be bound by the following terms and conditions ("**Terms of Service**", "**Agreement**"), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this Agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.0 DEFINITIONS

In these terms and conditions, the following expressions shall have the following meanings, unless the context otherwise requires:

"Account"	means SSM e-Info account created with RAFFCOMM when you register for the use of the Service.
"Content"	means any or all particular content or application in respect of the particular or any sound, text, articles, editorial(s), news, tutorial(s), tip(s), suggestion(s), graphic(s), photograph(s), video, or other audio-visual representation, audio, headline(s), abstract(s), HTML tag(s) and/ or data or information relating to any subject and/ or advertisements or embedded software provided or made available by RAFFCOMM which is capable of being created, manipulated, stored, retrieved or communicated electronically for delivery to you.
"Party" or "Parties"	means individually refer to you or RAFFCOMM for " Party " and both you and RAFFCOMM shall be collectively referred to as " Parties ".

"RAFFCOMM"	means Raffcomm Sdn. Bhd. (Company Registration No.: 199901024619 (499519-U)) and shall include all its agents, appointees and/ or representatives, whichever applicable.
"Service(s)"	means services available at SSM e-Info Website including but not limited to corporate information data of the companies registered with Suruhanjaya Syarikat Malaysia (" SSM ").
"SSM e-Info Website"	means the SSM e-Info website at https://www.ssm-einfo.my and/ or any other website as designed by RAFFCOMM from time to time with prior notice to you.
"Terms of Service"	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 RAFFCOMM in accordance to these Terms of Service.
"You", "you", "Your" or "your"	means the person, which includes but not limited to natural person, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/ or regulations of its domicile for the time being in force and which may come in force; who in which subscribe the Service and authorized for accessing and/ or using the Service subject to the Terms of Service herein.

2.0 SERVICE

You are solely responsible for all activity whilst using the Service and/ or SSM e-Info Website. Your use of the Service and/ or SSM e-Info Website 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, not misleading and is kept up to date.

Where applicable, it may be possible for you to access via certain areas of SSM e-Info Website or via other websites operated by RAFFCOMM to which SSM e-Info Website is linked in order for you to subscribe and/ or purchase the Service. Such subscription and/ or purchase may be subject to separate terms and conditions and may require you to register with RAFFCOMM or a third-party, where it may involve fees (such as document or airtime charges). You must provide and are responsible for all equipment necessary to access the Service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

3.0 INTELLECTUAL PROPERTY RIGHTS

All information, data, graphics and materials displayed on our SSM e-Info Website and all ideas, know-how, codes, works and any intellectual property associated therewith in relation to our Services (including any derivatives, improvements or modifications of the same) are protected by copyright and other applicable proprietary and intellectual property laws. They are provided to you on “as is” basis without any warranties for your general information (not intended to amount to advice on which you should rely) and solely for your activity subject to applicable intellectual property laws and may not (in whole or in part) be used, copied, altered, reproduced, republished, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without our prior written consent.

4.0 WARRANTY

Each of the Parties warrant to the other Party 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, and/ or security credentials. RAFFCOMM shall not be liable or responsible to you and/ or to any other third-party(ies) 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 or without reasonable care (which means you intentionally or with gross negligence). 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.

5.0 e-INFO WALLET

RAFFCOMM offers wallet functionality under the term ‘e-Info Wallet’ as part of the Services. The e-Info Wallet may be used for sale and purchase of the Services as a payment solution, provided however that no payments are in violation of this Terms of Service. Your e-Info Wallet can be recharged up to RM20,000.00 wallet limit and a user guideline has been provided in our How To Recharge Your e-Account guideline. To view our user guideline, please visit <https://www.ssm-einfo.my/page.php?ac=usermanual>.

6.0 CHARGES AND REFUND

You shall be subjected to charges for the use of the Services to RAFFCOMM in accordance with these Terms of Service. All amounts stated in or in relation to the Services and these Terms of Service are, unless otherwise stated, subject to Sales Tax and Service Tax (SST) and/ or any other applicable tax (as the case may be). RAFFCOMM 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.

Due to the nature of the internet, payment transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. RAFFCOMM are 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.

If you discover any error or discrepancy in your Account, you must notify RAFFCOMM within three (3) working 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 RAFFCOMM's investigation that the disputed transaction was indeed made in error, RAFFCOMM will refund the disputed sum according to our Refund Policy. To view our Refund Policy, please visit <https://www.ssm-einfo.my/page.php?ac=usermanual>.

7.0 THIRD-PARTY LINKS

Certain content, products and services available via our SSM e-Info Website may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of the third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the third-party.

8.0 TERMINATION

Notwithstanding the terms in this Terms of Service, RAFFCOMM shall be entitled to immediately terminate your access to the Services if you:

- (a) default in any payment to the Service and/ or any other monies covenanted to be paid hereunder;
- (b) commit or threaten to commit a material breach of any term, stipulation, covenant, or undertaking contained in these Terms of Service;
- (c) commit a breach of and/ or violate any applicable laws in connection with these Terms of Service;
- (d) if RAFFCOMM is required to do so by law, statute, enactment, ordinance, code or by any other relevant authorities;
- (e) if it is in RAFFCOMM sole opinion that the Service is or may be used fraudulently, illegally or for unlawful purposes; or
- (f) any other reason that may be determined by RAFFCOMM and published on these Terms of Service from time to time.

The obligations and liabilities of the Parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

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 RAFFCOMM's rights and remedies under these Terms of Service or at law.

9.0 FORCE MAJEURE

"Force Majeure Event" means any 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 these 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, hostilities, warlike operations, civil disobedience, rebellion, insurrection, military or usurped power or confiscation by order of any Government or public authority, terrorism or threat of terrorism, military call-ups and other situation or crisis, mutiny, riots, mobilisation, unusual or unexpected shortage of labour, labour lockouts, strikes or other industrial actions, sabotage, action or intervention of authorities, boycott, unexpected change in weather conditions, damage caused by thunderstorm, flood, hurricane, typhoon, earthquake, tornado, cyclone, volcanic eruption or other natural disaster, disturbance in electric supply, or scarcity of transport equipment or fuel. For the avoidance of doubt, a Force Majeure Event shall not include any event or circumstance which may be avoided by 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 effected of the Force Majeure Event.

10.0 LIMITATIONS & EXCLUSIONS OF LIABILITY

RAFFCOMM shall not be liable or responsible in any manner of whatsoever nature for any loss or damage suffered by you or any other person as a result of using the Content of any information or data thereof including the damage or loss of data caused by virus or any other similar programmers.

RAFFCOMM shall not be liable for, and you agree to fully indemnify RAFFCOMM against all claims, losses, liabilities, proceedings, demands, costs, and expenses (including legal fees) which may result or which we may sustain in connection with or arising from the provision of the Service to you.

RAFFCOMM shall not be liable 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 or for whatsoever reason under these Terms of Service.

Notwithstanding with anything to the contrary contained in these Terms of Service, the maximum liability of RAFFCOMM shall not exceed in aggregate the sum of Ringgit Malaysia Three Thousand (RM 3,000.00) only.

11.0 INDEMNITY

You agree to fully indemnify and hold RAFFCOMM harmless, its affiliates, officers, employees, directors, owners, agents, service providers, information providers, licensors and licensees, successors, and assigns (collectively, "**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 RAFFCOMM either as part of RAFFCOMM's investigation of any suspected breach of these Terms of Service or as a result of RAFFCOMM's finding or decision that a breach of these Terms of Service has occurred; and
- (d) your breach 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. RAFFCOMM 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 of this Terms of Service.

12.0 CONFIDENTIALITY

For the purpose of this clause, "**Confidential Information**" means all proprietary non-public and confidential or personal data of the Parties or information which the Parties may have access to, or which may have come to the knowledge of the Parties and/ or pursuant to these Terms of Service and/ or any information in respect of the security arrangements between RAFFCOMM and you under 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 RAFFCOMM;
- (b) is received by us from a third-party not associated and/ or related to you;
- (c) is presently known to RAFFCOMM;
- (d) is required to be disclosed by law, judicial or administrative process or by governmental authority; and/ or
- (e) with your written consent including the personal data which are consented to by you pursuant to the clauses herein.

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

You hereby irrevocably and unconditionally acknowledge and agrees that you shall not use any information or content or any parts thereof (whether in its original or adapted form) received as part of the Service, for purposes of creation of any commercial products, whether tradable or otherwise including but is not limited to, any derivative products whether for your own purposes or for the purposes of any third-party.

13.0 GENERAL

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.

14.0 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 exclusive jurisdictions of the Courts of Malaysia.

15.0 PRIVACY POLICY

By browsing, accessing, using, purchasing and/ or subscribing to our SSM e-Info Website and/ or our Services, you consent to us collecting and processing your information submitted by you through any means and in any manner.

Our Privacy Policy is part of these Terms of Service. Please refer to our Privacy Policy at our SSM e-Info Website for more detailed information on the types of data we collect from you and the manner we use and process your data

16.0 DISCLAIMER

You expressly agree that the use of the Service and SSM e-Info Website are at your own sole risk. Neither you, RAFFCOMM, its affiliates nor any of their respective employees, representatives, agents or third-parties content providers warrant that SSM e-Info Website will be uninterrupted or error free; nor do you and RAFFCOMM make any warranty as to the results that may be obtained from the use of SSM e-Info Website, or as to the timeliness, sequence, accuracy, reliability, or completeness on content of any information or service provided. Additionally, there are no warranties as to the results obtained from the use of the information.

The materials and information in SSM e-Info Website, including but not limited to the Service, information, data, text, graphics, audio, video, links, or other items, are provided by RAFFCOMM on an “as is” and “as available” basis. RAFFCOMM does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, timeliness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of SSM e-Info Website, the material, information and/ or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/ or functions.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to alteration of, or use of record, whether for breach of contract, negligence or under any other cause of action. The use of this SSM e-Info Website specifically acknowledges that RAFFCOMM is not liable for the defamatory, offensive, or illegal conduct of to the users or third-parties and that the risk of injury from the foregoing rests entirely with user.

17.0 ENQUIRIES AND FEEDBACK

Should you also have any questions or feedback concerning the Terms of Service, please do not hesitate to contact RAFFCOMM at the specified contact details as below:

Raffcomm Sdn. Bhd.

Address: Lot 33B-M-04 Mezzanine Floor, Villa Putra Condominium, Jalan Tun Ismail, 50480 Kuala Lumpur, Malaysia.

E-mail: callcenter@ssm-einfo.my

Telephone: 1-300-30-4636

We will respond to your e-mail within a reasonable time and take all reasonable steps to remove inappropriate or illegal content (if any) from our SSM e-Info Website.

Please note that any feedback, information or complaint you provide to us shall be deemed to be non-confidential and we have the right to use them on an unrestricted basis.