



Terms & Conditions of Use

1. AGREEMENT BETWEEN USER AND KAF CORPORATE PORTAL

1.1 YOU MUST READ THESE TERMS AND CONDITIONS AS THEY IMPOSE OBLIGATIONS ON YOU INCLUDING TERMS WHICH LIMIT YOUR RIGHTS AND EXCLUDE OUR LIABILITY

1.2 The KAF Corporate Portal Web site consists of various Web pages operated by KAF Corporate Portal owned by KAF Group of Companies. "KAF Group of Companies", for the purpose of this KAF Corporate Portal Web site, shall include KAF Investment Bank Berhad, KAF Seagroatt & Campbell Securities Sdn. Bhd., KAF Fund Management Sdn. Bhd., KAF Trustee Berhad, KAF Astley & Pearce Sdn Bhd., KAF Research Sdn. Bhd, KAF Investment Funds Berhad (formerly known as Alliance Investment Management Berhad) and other companies within the KAF Group of Companies.

1.3 These Terms & Conditions of Use (T&CS) set out the basis on which you agree to access and use this KAF Corporate Portal Web site.

1.4 The KAF Corporate Portal Web site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the KAF Corporate Portal Web site constitutes your agreement to all such terms, conditions, and notices. If you do not accept any of this Term of Use, please discontinue your access to this KAF Corporate Portal Web site.

2. MODIFICATION OF THESE TERMS OF USE

2.1 KAF Group of Companies reserves the right to change the terms, conditions, and notices under which the KAF Corporate Portal Web site is offered, including but not limited to the charges associated with the use of the KAF Corporate Portal Web site.

3. LINKS TO THIRD PARTY SITES

3.1 The KAF Corporate Portal Web site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of KAF Group of Companies and KAF Group of Companies is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. KAF Group of Companies is not responsible for webcasting or any other form of transmission received from any Linked Site. KAF Group of Companies is providing these links to you only as a convenience, and the inclusion of any link does not express or imply any endorsement, authorization or sponsorship by KAF Group of Companies of the site(s) or any association with its operators. Your access to those sites and use their products and/or services solely at your own risk. KAF Group of Companies, its directors, officers, representatives and/or suppliers are not responsible for any transactions you may perform on those sites.

4. NO UNLAWFUL OR PROHIBITED USE

4.1 As a condition of your use of the KAF Corporate Portal Web site, you warrant to KAF Group of Companies that you will not use the KAF Corporate Portal Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the KAF Corporate Portal Web site in any manner which could damage, disable, overburden, or impair the KAF Corporate Portal Web site or interfere with any other party's use and enjoyment of the KAF Corporate Portal Web site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the KAF Corporate Portal Web site.

5. NO IMPLIED LICENCES

5.1 KAF Group of Companies grants you a limited license to access and make personal use of this KAF Corporate Portal Web site and not to download or modify it, or any portion of it, except with prior express written consent of KAF Group of Companies. This license does not include any resale or commercial use of this KAF Corporate Portal Web site or its contents. This license does not include any use of data mining, robots or similar data gathering or extracting tools. This KAF Corporate Portal Web site or any portion of this KAF Corporate Portal Web site may not be reproduced, duplicated, copied, sold, resold, republished, downloaded, posted, distributed, disseminated, broadcast, transmitted or otherwise exploited for any commercial purpose except for your own reference. Any other use requires the prior written permission of KAF Group of Companies. You agree not to adopt, alter or create a derivative work from this KAF Corporate Portal Web site or any portion of this KAF Corporate Portal Web site including without limitation the materials used and displayed on this KAF Corporate Portal Web site or use them for any other purpose other than for the purpose stated in this paragraph.

6. USE OF COMMUNICATION SERVICES

6.1 The KAF Corporate Portal Web site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- a. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- b. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- c. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;

- d. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
 - e. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
 - f. Conduct or forward surveys, contests, pyramid schemes or chain letters;
 - g. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
 - h. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - i. Restrict or inhibit any other user from using and enjoying the Communication Services;
 - j. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
 - k. Harvest or otherwise collect information about others, including e-mail addresses, without their consent in contravention of the Personal Data Protection Act 2010;
 - l. conduct or perform any unlawful activity or do an action or take a step in furtherance of any unlawful purpose or activity;
 - m. Violate any applicable laws or regulations currently in force in Malaysia.
- 6.2 KAF Group of Companies has no obligation to monitor the Communication Services. However, KAF Group of Companies reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. KAF Group of Companies reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 6.3 KAF Group of Companies reserves the right to edit, refuse to post or to remove any information or materials, in whole or in part, in KAF Group of Companies' sole discretion.
- 6.4 You are advised to always use caution when giving out any personally identifying information about yourself in any Communication Service. KAF Group of Companies does not control or endorse the content, messages or information found in any Communication Service and, therefore, KAF Group of Companies specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Kindly be advised that web managers and hosts are not authorized KAF Group of Companies' spokespersons, and their views do not necessarily reflect those of KAF group of Companies.
- 6.5 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

7. MATERIALS PROVIDED TO KAF GROUP OF COMPANIES OR POSTED AT ANY KAF CORPORATE PORTAL WEB SITE

- 7.1 KAF Group of Companies does not claim ownership of the materials you provide to KAF Group of Companies (including feedback and suggestions) or post, upload, input or submit to any KAF Corporate Portal Web site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting KAF Group of Companies, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission unless otherwise notified by you in writing.

For usage of personal data or information, kindly refer to the Privacy Statement which forms part of the T&Cs herein. Kindly also refer to paragraph 8 below.

- 7.2 No compensation will be paid with respect to the use of your Submission, as provided herein. KAF Group of Companies is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in KAF Group of Companies' sole discretion.

- 7.3 By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

8. PERSONAL DATA OR INFORMATION

- 8.1 In compliance with the Personal Data Protection Act 2010, you are also advised that the personal data or information we collected or disclosed to us via KAF Corporate Portal Web site or directly from you through other means can be and may be used for the purposes as stated in our **Privacy Statement**.

- 8.2 You are advised to read the Privacy Statement thoroughly as the Privacy Statement will govern your data collection and usage of personal data and other related matters.

9. LIABILITY DISCLAIMER

- 9.1 the information, software, products, and services included in or available through the KAF Corporate Portal Web Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. KAF Group of Companies, its directors, officers, representatives and/or its suppliers may make improvements and/or changes in the KAF Corporate Portal Web Site at any time.

- 9.2 you shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible

through this KAF Corporate Portal Web Site; all news, articles and materials displayed herein are for your information only and are no substitute for independent research and/or verification.

- 9.3 any information that may be given by KAF Group of Companies is provided on a general basis and does not take into account your specific objective and particular needs. You should therefore seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

It is not and should not be construed as an offer or recommendation to buy or sell securities. Neither does this KAF Corporate Portal Web Site purport to contain all the information that a prospective investor may require, because it is not possible for KAF Group of Companies or its affiliates to have regard to the investment objectives, financial situation and particular needs of each person who reads the information contained herein, which may not be appropriate for all persons.

- 9.4 KAF Group of Companies does not guarantee, warrant or represent that you will have access to this the whole or part(s) of KAF Corporate Portal Web Site at all times. You may experience interruptions to the KAF Corporate Portal Web Site and KAF Group of Companies will not be liable to you if you suffer loss or damage as a result of these interruptions.

- 9.5 KAF Group of Companies, its directors, officers, representatives and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the KAF Corporate Portal Web Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. KAF Group of Companies, its directors, officers, representatives and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

- 9.6 to the maximum extent permitted by applicable law, in no event shall KAF Group of Companies, its directors, officers, representatives and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the KAF Corporate Portal Web Site, with the delay or inability to use the KAF Corporate Portal Web Site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the KAF Corporate Portal Web Site, or otherwise arising out of the use of the KAF Corporate Portal Web Site, whether based on contract, tort, negligence, strict liability or

otherwise, even if KAF Group of Companies, its directors, officers, representatives and/or its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the KAF Corporate Portal Web Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the KAF Corporate Portal Web Site.

SERVICE CONTACT : pdpa@kaf.com.my

10. TERMINATION/ACCESS RESTRICTION

- 10.1 KAF Group of Companies reserves the right, in its sole discretion, to terminate and/or suspend your access to the KAF Corporate Portal Web site and the related services or any portion thereof at any time, for any reason, without notice. In particular, and without limitation, we may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of KAF Group of Companies, of any other user, or of any third party. You agree that KAF Group of Companies shall not be liable to you or to any third party for such termination and/or suspension.

- 10.2 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this KAF Corporate Portal Web site and/or using the services provided herein by KAF Group of Companies, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur in all disputes arising out of or relating to the use of this KAF Corporate Portal Web site.

- 10.3 Use of the KAF Corporate Portal Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and KAF Group of Companies as a result of this agreement or use of the KAF Corporate Portal Web site. KAF Group of Companies' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of KAF Group of Companies' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the KAF Corporate Portal Web site or information provided to or gathered by KAF Group of Companies with respect to such use.

- 10.4 The delay or failure of KAF Group of Companies to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

- 10.5 If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the

agreement shall continue in effect. Any rights not expressly granted herein are reserved.

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- 10.6 Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and KAF Group of Companies with respect to the KAF Corporate Portal Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and KAF Group of Companies with respect to the KAF Corporate Portal Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

11. COPYRIGHT AND TRADEMARK NOTICES:

- 11.1 The entire right, title and interest relating to the contents of KAF Corporate Portal Website and the Services together with all proprietary rights relating thereto are owned exclusively by KAF or unless otherwise specified, by third party vendors engaged by KAF. Any Trade Secrets are owned exclusively by KAF. All rights in relation thereto are reserved.
- 11.2 You may view this KAF Corporate Portal Web site and its contents using your web browser and save an electronic copy, or print out a copy, of parts of this KAF Corporate Portal Web Site solely for your own information. You are restricted from modifying, in any way, the contents from how it appears in this KAF Corporate Portal Web site or any sites belonging to KAF Group of Companies. You must not reproduce, transmit (including broadcast), adapt or otherwise exercise the copyright in the whole or any part of this KAF Corporate Portal Web site for any other purpose except as expressly permitted.
- 11.3 KAF Group of Companies disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this KAF Corporate Portal Web site.

12. TRADEMARKS

- 12.1 All trademarks, service marks and logos displayed in this KAF Corporate Portal Web site are the property of KAF Group of Companies and/or their respective third party proprietors as identified in this KAF Corporate Portal Web site.
- 12.2 Unless the prior written consent of KAF Group of Companies or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on this KAF Corporate Portal Web site has been obtained, no license or right is granted to any party accessing to this KAF Corporate Portal Web site to use, download, reproduce, copy or modify such trademarks, service marks or logos. Similarly, unless the prior written consent of KAF Group of Companies or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or mark any link to KAF Corporate Portal Web site or any other site. Any rights not expressly granted herein are reserved.