



**TERMS AND CONDITIONS FOR THE SUBSCRIPTION, ACCESS
AND USE OF CSS PRODUCTS AND SERVICES**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE SUBSCRIPTION OF SERVICE PROVIDER'S ("CSS") PRODUCTS AND SERVICES. UPON SUBMISSION OF SYSTEM SERVICE SUBSCRIPTION APPLICATION FORM AND/OR USING THE PRODUCTS AND SERVICES HEREIN, YOU ARE DEEMED TO HAVE ACKNOWLEDGED, ACCEPTED AND AGREED TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF THE PRODUCTS AND SERVICES. CSS RESERVES THE RIGHT TO UPDATE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME. CSS MAY GIVE NOTICE OF SUCH AMENDMENT TO YOU AND/OR USER IN SUCH MANNER AS CSS DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE PRODUCTS AND SERVICES AND THE WEBSITE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS WITH REGARDS TO THE PRODUCTS AND SERVICES AND ITS USE.

Whereas you, full particulars of which you have provided in the System Service Subscription Application Form (hereinafter referred to as "**Service Subscriber**") desire to subscribe to the Products and Services.

1. THE PRODUCTS AND SERVICES

- 1.1 Service Subscriber acknowledges that the Products and Services are offered to the Service Subscriber on package basis comprising of either all or some of the Products and Services as described herein.

2. DEFINITIONS

“Agreement” means the Service Subscriber’s agreement to subscribe for the Products and Services in accordance with the terms and conditions herein (“T&C”);

“Commencement Date” means the effective date of the Agreement which is the date stated in System Service Subscription Application Form;

“License Terms and Conditions of Use” means the terms and conditions as imposed by any service provider of any of the Products and Services and applying to the Service Subscriber’s right and use of the relevant Products and Services, and/or may be viewed by Service Subscriber through CSS’ website or its affiliate or the relevant service provider’s website or at such other manner as may be advised by CSS from time to time. Unless otherwise expressly provided under the Agreement or unless the context otherwise requires, provisions of the License Terms and Conditions of Use for the relevant Products and Services shall be deemed incorporated in the Agreement and accepted by Service Subscriber;

“Products and Services” means the products and services provided by CSS and/or any relevant service provider as more specifically described in the Schedule hereto;

“Service Subscriber” under the Agreement shall mean individual, corporate body or company, partnership or firm acceptable by CSS or, any associations, government and/or non-government organization or, such other party as may be acceptable to CSS, whose application for the subscription of the Products and

Services is accepted by CSS and shall include his personal representative, successors and permitted assigns, as the case may be, and is synonymous with the term “user”, “subscriber” or “applicant” wherever used in other correspondences or documents;

“Subscription Fees” mean charges payable by Service Subscriber to CSS on a monthly basis in relation to the use of the Products and Services specified in System Subscription Application Form;

“System Subscription Application Form” means the system subscription application form provided by CSS to Service Subscriber to which these T&C attached requesting particulars from Service Subscriber and furnishing the required and genuine information. System Subscription Application Form and these T&C shall form the Agreement. CSS shall at liberty to adopt such other alternative System Subscription Form as it deems fit which case, such alternative form and these T&C shall form the Agreement; and

“User ID” means unique identifier, provided by CSS for Service Subscriber to log on to the website/mobile application provided by CSS for the use of the CSS Products and Services. It may be a username, account number, or email address.

3. INTERPRETATION

3.1 In this Agreement, except where the contrary intention appears:-

- a) A document includes all amendments or supplements to that document;
- b) A reference to statute, ordinance, regulation code or other law and other instruments under it, shall include any statute, ordinance, regulation code and other law consolidating amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith. Reference to sections or terms defined in statute, ordinance, code or other law or instrument includes

- reference to corresponding sections or defined terms in consolidated or replacement statute, ordinance, code or other law or instrument;
- c) A reference to a person includes a firm, body corporate, unincorporated association or an authority;
 - d) A reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns;
 - e) If the day on which the payment of money falls due is not a business day, the due date shall be deemed to be the next business day and any reference to acts that have to be done or to be done by or on or before a particular day or business day means by or on or before the close of business at 5.00pm on that particular day or business day;
 - f) Where a word or phrase indicates an exception to any of the provisions of these Terms and conditions and a wider construction is possible, such word or phrase is not to be constructed *ejusdem generis* with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasis any of the provisions of these T&C, such word or phrase is not to be construed, or to take effect as limiting the generality of such provision;
 - g) Any reference to "writing", or cognate expressions, includes any communication effected by facsimile transmission, electronic mail or other comparable means;
 - h) Any reference to "pay" or cognate expressions, includes payment made in cash or effected through interbank transfer to the account of the payee, giving the payee access to immediate available, freely transferable, cleared funds; and
 - i) Headings are included for convenience and do not affect the interpretation of these terms and conditions.

4. SUBSCRIPTION OF THE PRODUCTS AND SERVICES

- 4.1 CSS agrees to provide and Service Subscriber agrees to subscribe to the Products and Services in accordance with the Agreement. Agreement shall be effective from the Commencement Date and shall be continuous unless terminated in accordance with the Agreement.
- 4.2 CSS permits ten (10) Users ID for the Service Subscriber to log on to the website and mobile apps provided by CSS for the use of the Products and Services. Each additional User(s) ID requested by Service Subscriber shall incur a sum of Ringgit Malaysia Fifteen (RM15.00) per month as surcharge.

5. SUBSCRIPTION FEES

- 5.1 The Subscription Fees for the subscription of the Products and Services are specified in System Subscription Application Form. The Subscription Fees are not inclusive of bank charges, fees, penalties, handling charges for cheque and GST or tax of similar nature where applicable and the Service Subscriber shall be liable to pay the same in addition to the Subscription Fees.
- 5.2 CSS shall issue a bill and/or invoice for Subscription Fees to the Service Subscriber before the expiry of each service month by way of electronic mail, facsimile or other means of communication which CSS deems appropriate and the bill and/or invoice shall be due and payable within the time stipulated in the said bill and/or invoice.
- 5.3 Subject to written request having received from the Service Subscriber, the bill and/or invoice for the Subscription Fees referred above can be printed out and delivered by ordinary mail service to the Service Subscriber's last-known address should the Service Subscriber requests the same seven (7) days before the commencement of new service month.
- 5.4 Service Subscriber shall inform CSS if the bill and/or invoice for the Subscription Fees is not received from CSS seven days before the commencement of next

service month and failure to receive the said bill and/or invoice shall not be used as a reason to neglect, withhold and/or delay in making the payment the Subscription Fees.

5.5 CSS shall at the liberty to adjust the Subscription fees, surcharges, training and other charges in compliance with inflationary operation costs from time to time (“Adjustment”) subject that written notice has been given by CSS to the Service Subscriber forty five (45) days before the Adjustment comes into effect.

6. OTHER CHARGES

6.1 CSS is entitled to charge against the Service Subscriber for the following where and when they are necessary and/or applicable and/or requested:-

a) Training Fees

Where training and/or re-training is necessary/requested, they shall be provided at CSS’ business address stated in the System Service Subscription Application Form or such other venue informed by CSS at the prevailing rate determined by CSS. The training time and date shall follow the training schedule determined by the trainer designated by CSS.

b) Site Services

The Products and Services provided by CSS are *via* telephone and online devices which requires no system configuration at the property site. The Service Subscriber can request for site services which are provided by CSS at a **minimum of 3 hours service per trip** at a rate of **RM300.00** for the first 3 hours and **RM100.00** for each subsequent hour of the same trip. Where site services are outside the vicinity of Klang Valley, the Service Subscriber shall reimburse CSS for travelling and accommodation charges incurred.

c) Printed Materials

Upon request, additional printed documents, reports and letter format can be customized for the Service Subscriber at RM150.00 only per format item.



d) Raw Database

Upon request, raw database residing in the CSS database system relating to the property site can be retrieved in electronic data format and to be delivered to the Service Subscriber at RM120.00 per delivery.

e) Recovery of outstanding sums

Service Subscriber agrees to pay all reasonable costs and lawyers' fees incurred by CSS in recovering any amounts due from the Service Subscriber.

7. RELEVANT AUTHORITIES' LICENSE TERMS AND CONDITIONS OF USE

7.1 Service Subscriber understands that certain Products and Services made available to Service Subscriber for subscription will be subject to relevant authorities' License Terms and Conditions of Use as determined by the relevant authorities from time to time.

7.2 Service Subscriber accepts and agrees to be bound and comply with the License Terms and Conditions of Use or upon such amended terms and conditions as may be determined by the relevant authorities from time to time.

7.3 CSS may cancel Service Subscriber's right to use the Products and Services at any time if the license granted to CSS by the relevant authorities ends.

7.4 The relevant authorities may receive and have access to any information relating to Service Subscriber in order to provide the Products and Services for use to Service Subscriber.

8. SERVICE SUBSCRIBER'S OBLIGATIONS

8.1 In using the Products and Services, Service Subscriber agrees and undertakes to:-

a) Comply with and not contravene or breach any and all applicable laws and regulations of Malaysia in any way;



- b) Not infringe any intellectual property rights of CSS, its related companies or subsidiaries or any third parties (such as by using, copying or distributing data or software without the permission of the owner);
- c) Not share the Products and Services with any person including a company or corporation without the prior written approval of CSS and shall use the Products and Services only for the purpose for which it is subscribed;
- d) Take all reasonable measures to prevent any unauthorized communication and/or transmission of the Products and Services be made available to any third party; and
- e) Not resell or sublet the Products and Services to any third parties without prior written consent from CSS or reverse engineer, decompile or disassemble the Products and Services or use of the Products and Services in any manner, which in the opinion of CSS or any of the service providers may adversely affect the use of the Products and Services by other Service Subscriber or efficiency or security as a whole.

8.2 The obligations of the Service Subscriber set forth in Clause 8.1 under this Agreement shall survive even after termination of this Agreement.

8.3 Service Subscriber shall be responsible for providing any security or privacy measures for Service Subscriber's computer networks and any data stored on those networks or accessed through the Products and Services. CSS does not warranty any consequences in using any of the Products and Services arising from, but not limited to virus or other harmful software. CSS shall not be responsible in relation to any loss, damage, costs or expenses suffered or incurred by Service Subscriber as a result of Service Subscriber's failure to provide that security or privacy measures.

- 8.4 Service Subscriber shall be responsible for maintaining the confidentiality of his User ID, i.e, username, passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person.
- 8.5 Service Subscriber shall not, directly or indirectly, interfere or attempt to interfere with the proper working of the Products and Services or other party's use or enjoyment of the Products and Services.
- 8.6 Service Subscriber shall give a written report to CSS within twenty-four (24) hours if his/her/its User Account, user identification or password is stolen or lost. Until such report has been made, the Service Subscriber shall be responsible for all transactions and access to the Products and Services using the Service Subscriber's User Account, user identification or password by any third party and CSS shall not be held responsible for any prohibited and/or unauthorized use of the Products and Services arising therefrom.
- 8.7 The Service Subscriber agrees and undertakes to inform CSS of any change of the Service Subscriber's information provided earlier to CSS within three (3) days of such changes. Failure by the Service Subscriber to notify CSS of such changes shall be a waiver of the Service Subscriber's right including the right to be notified under the Agreement.

9. CSS' OBLIGATIONS

- 9.1 CSS acknowledges and undertakes:-
- a) To confirm the Products and Services comply with the applicable laws and regulations of Malaysia;
 - b) To store and use any data transmitted to its systems solely for the purpose of management in related the Products and Services;



- c) To implement reasonable measures to avoid any unauthorized use of Service Subscriber's data or information by any third party; and
- d) To provide technical support to the the Service Subscriber for all enquiries, troubleshooting, report modifications, user management and whatsoever problems that have arisen from the Products and Services in its day to day operation. In this regard, additional surcharge may be incurred against the Service Subscriber from CSS.

10. SUSPENSION OF USE OF THE PRODUCTS AND SERVICES

10.1 Use of the Products and Services will be automatically suspended without any notice upon sixty (60) days of non-payment of the Subscription Fees from the Service Subscriber.

10.2 Notwithstanding the above and without prejudice to any other rights or remedies available, CSS may suspend the use or availability of the Products and Services in the event that:-

- a) The Service Subscriber fails to comply with any of the terms as herein contained;
- b) Any scheduled or unscheduled outages occur which cause interruption to the Products and Services including but not limited to maintenance of CSS' equipment or systems; and/or
- c) CSS has reasonable suspicion the Service Subscriber has in using all and/or any part of the Products and Services involved or is going to involve in fraudulent and/or illegal activities.

10.3 Upon any clearance or settlement of any grounds of suspension, CSS may if it deems appropriate and proper make available of the Products and Services and the Agreement shall continue in effect as if the Products and Services had not

been suspended.

10.4 Where the suspension is in accordance to the Agreement, CSS shall not be liable to the Service Subscriber for any losses or damages or costs or loss of profit or prospective profits of any nature whatsoever arising out of the abovementioned suspension of the Products and Services.

11. TERMINATION

11.1 Either party may terminate the Agreement by providing a thirty (30) days written notice to the other party.

11.2 Notwithstanding the above, CSS may terminate the Agreement herein if:-

- a) The Service Subscriber breaches any term, condition, undertaking or warranty under the Agreement and such breach remains unremedied for a period of seven (7) days after receipt of the written request to remedy the same;
- b) There is any payment for the Subscription Fees and/or surcharges outstanding or overdue for sixty (60) days after the invoice and/or bill is issued;
- c) The Service Subscriber provided false or incomplete information to CSS;
- d) The Service Subscriber becomes bankrupt / insolvent; and/or
- e) CSS' license to provide the Products and Services is terminated by the relevant authorities for any reason whatsoever.

11.3 If the Products and Services suffer from such serious problems or defects which cannot be rectified by CSS, parties shall negotiate in good faith and if parties fail to reach an agreement within four (4) weeks, the Service Subscriber shall be entitled to give a written notice of termination of the Products and Services within five (5) working days from the expiry of such four (4) weeks. Should CSS



accept such termination notice, this Agreement shall be terminated and thereafter neither party shall have any claims against each other.

11.4 Any termination as hereinbefore mentioned shall be without prejudice to the right of CSS to recover all outstanding charges, cost, and interests due and any other damages or losses suffered or incurred by CSS due to the Service Subscriber.

11.5 Where the Agreement has been terminated and the Service Subscriber intends to revive and continue the use of the Products and Services, CSS reserves the right to charge against the Service Subscriber a penalty (which shall be determined by CSS) for reviving the use of the Products and Services.

11.6 Where the termination is in accordance to the Agreement, CSS shall not be liable to the Service Subscriber for any losses or damages or costs or loss of profit or prospective profits of any nature whatsoever arising out of the abovementioned termination of the Products and Services.

11.7 Upon termination in accordance with the Agreement, CSS shall return the Service Subscriber a copy of the database related to the property site in electronic data format. CSS shall delete, remove and destroy all the Service Subscriber's data upon ninety (90) days after termination, cancellation or suspension in accordance with the Agreement.

12. DISCLAIMER AND LIMITATION OF LIABILITY

12.1 CSS may rely on third parties not controlled by CSS in providing its Products and Services and that CSS does not warrant that the Products and Services are free from error or interruption or that will at all times function and perform in accordance with the specifications. CSS will reasonably ensure but does not warrant smooth operation of the Products and Services.

12.2 The use of Products and Services may require the electronic transmission of



data between CSS' operational systems and the Service Subscriber's system *via* an open, accessible and world-wide network such as Internet which has the risk of being transferred to unauthorized user in an unpredictable manner despite having precautionary measures and care being taken. CSS shall not be liable for any losses or damages sustained by reason of any disclosure, inadvertent or otherwise in any information/data concerning the particulars of Service Subscriber unless as a result of its gross negligence.

- 12.3 The transaction and financial account of the property parcels within the property site shall commence by using the opening balance transactions entered by the Service Subscriber and the Service Subscriber shall be solely responsible for the accuracy of the same.
- 12.4 The Products and Services are provided on "as is where is" basis and while every care is taken by CSS in the provision of the Products and Services, CSS does not warrant the accuracy or completeness of any content which the Service Subscriber may use, access and/or transmit when using any of the Products and Services.
- 12.5 CSS' entire liability and the Service Subscriber's sole and exclusive remedy under the Agreement for claims, losses or damages, regardless of the form of action and whether the liability arises in contract, tort, negligence and strict liability, breach of warranty or otherwise, will be limited to direct damages in an amount that does not exceed the total net payments payable by the Service Subscriber under the Agreement during the three (3) months preceding the month in which the loss or damage occurred provided further that the limit on direct damages applies to each claim individually and to all claims in the aggregate during any three(s) months period.
- 12.6 CSS will not be liable to the Service Subscriber for any incidental, consequential, reliance, special or other indirect damages, including lost profits, business, goodwill or anticipated revenue, loss of data, downtime or business interruption, or increased cost of operations, or for exemplary or punitive



damages arising out of or related to the Agreement or the Products and Services.

13. INDEMNITY

13.1 The Service Subscriber hereby agrees and undertakes to fully indemnify and compensate CSS against all actions, claims proceedings, costs, losses and damages which CSS may sustain, incur or pay arising from the breach, non-compliance, act, omission or neglect to the terms and conditions of the Agreement by the Service Subscriber, his servants or agents.

14. CONFIDENTIAL INFORMATION

14.1 Except as expressly provided herein, either party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Products and Services or discovered by him in the course of the provision and performance of the Products and Services. For any avoidance of doubt, CSS may disclose any confidential information in regard to the Agreement to its affiliates or the relevant authorities on need to know basis or as expressly provided herein, as the case may be.

15. ASSIGNMENT

15.1 Neither party shall transfer or assign its rights or obligations herein in whole or in part without the prior written consent of the other party, which consent, shall not be unreasonably withheld. Notwithstanding the aforesaid, CSS may assign all or any part of its rights and obligations hereunder or its rights, interest or obligations for the provision of the Products and Services at any time to any of its affiliates which can sufficiently execute the obligations under the Agreement.

16. FORCE MAJEURE

16.1 If either party is affected by Force Majeure it shall forthwith notify the other party of its nature and extent. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason or any delay in the performance, or the non-performance, of any of its obligations under this Agreement, if that the delay or non-performance is due to any Force Majeure of

which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the Force Majeure in question prevails for a continuous period in excess of 6 months, the parties shall enter into negotiations in good faith with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

17. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

17.1 Except as otherwise stated herein, all rights, title and interest in and to the Products and Services are owned by CSS and/or their respective affiliates. Any necessary software used in connection with the Products and Services contain proprietary and confidential information that is protected by applicable intellectual property including but not limited to copyrights, trademarks, Products and Services marks, patents or other proprietary rights and laws.

17.2 No right or license is granted directly or indirectly to any party accessing Products and Services to use or reproduce any such proprietary content, trademarks, Products and Services marks, brand names, logos and other intellectual property and no party accessing the Products and Services can claim any right, title or interest therein. The Products and Services owned, operated, licensed or controlled by CSS shall not be copied, reproduced, republished, uploaded, posted, transmitted, altered or distributed in any manner without the written consent of CSS.

17.3 Except as expressly authorized by CSS, the Service Subscriber agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Products and Services, in whole or in part.

18. GOVERNING LAWS

18.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties herein agree to submit to the jurisdiction of the Courts of Malaysia.



19. WAIVER

19.1 No failure or delay on the part of CSS in exercising nor any omission to exercise any right, power, privilege or remedy accruing to CSS upon any default on the part of the Service Subscriber shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by CSS in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of CSS in respect of any other or subsequent default. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. In the event that any matter falls within the scope of more than one of the provisions of this Agreement, nothing shall prevent CSS from enforcing against the Service Subscriber the more (or most) stringent requirement.

20. SEVERABILITY

20.1 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable. Notwithstanding the above, the remaining provisions hereof shall in no way be prejudiced, affected or impaired thereby and shall remain enforceable.

21. TIME

21.1 Time wherever mentioned shall be of the essence of this Agreement. Where the time limited for any person to do anything expires on a Saturday, Sunday, or other public holiday, or on the day next following any such day, then such Saturday, Sunday or other public holiday shall be excluded from the computation of the time.

22. ENTIRE AGREEMENT

22.1 The Agreement shall be deemed to be and constitutes the final and entire agreement between the parties with respect to its subject matter, and supersedes all prior written and oral agreements, promises, understandings,



statements and representations regarding its subject matter. Any variation, modification or waiver of any position of this Agreement nor consent to any departures by any party subsequent to the execution of this Agreement shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the parties hereto and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

23. BINDING NATURE

23.1 This Agreement shall be respectively binding upon the heirs, personal representatives, permitted assigns and/or successors in title of CSS and Service Subscriber.

24. DECLARATIONS BY SERVICE SUBSCRIBER

24.1 The Service Subscriber hereby declares that the Service Subscriber has the legal capacity and/or corporate authority to enter and execute this Agreement. The Service Subscriber further declares that the Service Subscriber has read and understood this Agreement and is fully aware of the Service Subscriber's liabilities under this Agreement before entering and executing the same.



Schedule

Description of the Products and Services

1) CSS Property Management Data Centre (“PMDC”)

- a) *Property Management*
- b) *Financial Accounting*
- c) *“Klik” - CSS eCommunity*
- d) *ePayment*
- e) *Task Management*
- f) *Preventive Maintenance*
- g) *Purchasing*
- h) *Human Resource*
- i) *Smart Office*
- j) *Security Patrol*
- k) *Managing Agent System*

2) Visitor Management System

3) 1•Centre Value-Added Solutions

- a) *Marketplace*
- b) *3-in-1 MyHub*
- c) *Self-collection Parcel Locker*
- d) *Access Card Blocker*
- e) *Cash Collection Machine*
- f) *CTOS Debt Recovery*
- g) *Fire Insurance*
- h) *COVID-19 Sanitisation*