

# TERMS OF USE

Welcome to SigningCloud.

SigningCloud is owned and operated by **Signing Cloud Sdn. Bhd. (Company Registration No. 202001037921)** (“Company”), a company incorporated in Malaysia under the Companies Act 2016 and principally involved in information communication technology system security.

## 1. DEFINITIONS

The following terms shall have the following meanings in the terms and conditions of use of our Site and our digital signature solution services as hereinafter contained (“**Terms of Use**”):

- (i) the term “authorised user” means any Member who purchases or subscribes to and/or accesses, and uses our digital signature solution services (including any person authorised, permitted or approved by you to access and use our digital signature solution services);
- (ii) the term “Member” means any person who is registered with us and holds a valid account through our Site;
- (iii) the term “Privacy Notice” means the personal data protection notice issued by the Company in relation to the collection and processing of personal data of our visitors, Members and authorised users;
- (iv) the term “Site” means this SigningCloud website or the mobile application(s) developed by us for digital signature solution services;
- (v) the term “visitor” means any person who merely browses our Site for general information purposes;
- (vi) the term “we”, “us” and “our” means the Company; and
- (vii) the term “you” and “your” means the user of our Site and/or our digital signature solution services, either a visitor, Member or an authorised user.

## 2. ACCEPTANCE AND AGREEMENT

- (i) Please read these Terms of Use carefully before browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services as such acts are strictly subject to these Terms of Use which set out the basis on which you agree to browse, access, use, purchase and/or subscribe to our Site and/or our digital signature solution services.
- (ii) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you acknowledge and signify that you have read and understood these Terms of Use and you expressly accept and agree to comply with and be bound by these Terms of Use regardless of whether you are a visitor or an authorised user of our Site and/or our digital signature solution services.
- (iii) Please refrain from browsing, accessing, using, purchasing and/or subscribing to our Site and/or security digital signature solution services and leave our Site immediately if you do not accept or agree to any of these Terms of Use.
- (iv) Please note that you will only be granted a non-exclusive, non-transferable and limited privilege to use our digital signature solution services if you are an authorised user as defined in these Terms of Use.

## 3. REGISTRATION AND SUBSCRIPTION OF OUR SERVICES

- (i) In order to purchase, subscribe and/or use our digital signature solution services, you are required to register an account with us by selecting a unique user identification and

password, and thereafter, log in to our Site to select and purchase your preferred digital signature solution plan (with or without add-on package(s)).

- (ii) If you opt to use our digital signature solution services, you agree to provide us with true, accurate, complete and up-to-date information about yourself (such as full name, national registration identity card number, company registration number, telephone number, e-mail address and correspondence address) and notify us immediately of any change in the information provided to us. In addition, you agree to grant us the right to publicise your information in our client list and/or any marketing and promotional material.
- (iii) You are not allowed to use anyone else's registered account at any time without the express permission and consent of the holder of that account. We will not be liable to anyone for any loss or damage whatsoever arising therefrom.
- (iv) You agree that we may at any time, for any reason whatsoever, in our sole discretion, without any prior consent from or notice to you and without any liability to you or any third party:
  - ❖ restrict your access to or use of or disable all or any parts of our Site and/or our digital signature solution services;
  - ❖ refuse publication, remove or delete all or any of your or your authorised users' electronic documents submitted through or uploaded on our Site and/or into our digital signature solution system;
  - ❖ suspend or terminate your account and your user identification, remove or discard from our Site any content associated with your account and user identification; and
  - ❖ contact you via the contact details you provided to us when necessary during our usual business hours.

Please note that our Privacy Notice shall continue to apply notwithstanding the aforesaid.

- (v) We shall not be liable for any failure or default to provide our digital signature solution services to you resulting from any failure or delay by you to configure and integrate our digital signature solution system into your website or mobile application. All configurations and integrations necessary to use our digital signature solution services shall be your sole responsibility and all costs associated therewith shall be borne by you.

#### **4. PAYMENT TERM**

- (i) Before you may use our digital signature solution services, you are required to select your preferred digital signature solution plan (with or without add-on package(s)) and complete the subscription payment in accordance with our prevailing pricing, which may vary depending on the type of features provided under the digital signature solution plan selected by you. Upon completing the subscription payment, we will provide you with our interface description document and such other technical information and/or documents as may be required to enable you to integrate our digital signature solution system into your website or mobile application. Please note that your access to our digital signature solution system will only be activated after our digital signature solution system has been fully integrated into your website or mobile application.
- (ii) At the expiry of the subscription plan, your access to our digital signature solution system will be terminated and all electronic documents uploaded by you into the said system will be deleted without any prior notice to you, unless the subscription plan is renewed before the expiry date in accordance with our then prevailing pricing. Please note that we shall not be liable to you in any way for these actions and are entitled at any time and at our absolute discretion to vary the pricing of each digital signature solution subscription plan and add-on package.

- (iii) All payments for new subscription and subscription renewal of digital signature solution services and add-on package are non-refundable irrespective of any early termination of service or for any reason whatsoever and shall be made in Ringgit Malaysia and (if applicable) subject to service tax, which shall be borne by you. If our digital signature solution services are subject to service tax, you shall be responsible to notify us by selecting the relevant option at our Site before making payment for new subscription, subscription renewal and/or add-on package(s) if you are an eligible person under applicable laws to claim for exemption from service tax with respect to the subscription of our digital signature solution services.
- (iv) We engaged a third party payment processor to handle our payment transactions from various channels such as charge, credit and debit cards ("**Payment Processor**"). The processing of payments will be subject to the Payment Processor's terms, conditions and privacy policy in addition to these Terms of Use. Please note that we are not responsible and liable to any person for any error made by the Payment Processor or any loss or damage whatsoever arising therefrom. By selecting to use our digital signature solution services, you agree to pay us through the Payment Processor in accordance with the applicable payment terms and you authorise us, through the Payment Processor, to charge your chosen payment provider. You authorise us and our Payment Processor to use your charge, credit or debit card information to invoice and charge your card for the digital signature solution subscription plan selected by you and other applicable fees (if any). You agree to update your charge, credit and debit card information to keep it current.

## 5. UPLOADING AND STORAGE OF ELECTRONIC DOCUMENTS

- (i) All electronic documents uploaded by you in our digital signature solution system will, unless otherwise deleted, be stored for up to 120 days ("**Storage Period**"), whereupon the relevant electronic document(s) will be automatically deleted from the system. We will alert you of the impending expiry of the Storage Period ten (10) days before the expiry date.
- (ii) We may set and enforce a capacity limit for storage of electronic documents in our digital signature solution system to prevent it from being impaired or overburdened. If your or your authorised users' use of our digital signature solution services exceeds the maximum capacity allowed by us or to the extent that it could impair, overburden or interfere with any person's use of our digital signature solution services, we have all rights to delete all or any of your electronic documents regardless of the Storage Period and/or disable our digital signature solution services to you at any time, without prior notice to you.
- (iii) We strongly advise you to either delete the electronic documents which you no longer need or retrieve and store copies of the electronic documents outside our digital signature solution system at any time during the subscription period and before we delete the same.
- (iv) Please note that any unused capacity for storage of electronic documents associated with a subscription plan will expire at the end of your subscription period and you may not carry it over to the next subscription renewal period, transfer the unused capacity to other authorised users or seek refund in relation to the unused capacity.

## 6. DIGITAL CERTIFICATE

- (i) Depending on the digital signature solution package and add-on packages(s) subscribed by you, each authorised user may be required to register for and maintain a valid digital certificate from a certification authority licensed under the Digital Signature Act 1997 in order to use our digital signature solution services. Accordingly, you agree to be bound by and adhere to the applicable subscription terms and conditions as may be imposed and varied by the relevant licensed certification authority from time to time, and to submit to us all requisite information or documents to enable us to apply on your behalf for issuance of the digital certificate and you represent and warrant that all information and documents submitted by

you in respect of the same are complete, true, valid and up-to-date, and you hereby grant us and the relevant licensed certification authority the right to verify the information and documents submitted by you from whatever sources we (or the relevant licensed certification authority) consider appropriate.

- (ii) Upon issuance of the digital certificate, the authorised user named in the certificate shall exercise reasonable care to retain control of the private key and prevent its disclosure to any person not authorised to create and use the authorised user's digital signature. We are not responsible and liable for any loss or damage caused by reliance on a false or forged digital signature of an authorised user.
- (iii) Each authorised user's access to and use of our digital signature solution system will be suspended upon the expiry of the digital certificate and all authorised users are advised to renew their digital certificate in a timely manner to avoid any interruption in using the digital signature solution system. Please note that we shall not be liable in any way for any loss or damage caused by the authorised users' failure or default in renewing and maintaining the validity of their digital certificate.

## **7. CLIENT SUPPORT AND MAINTENANCE SERVICE**

- (i) We will endeavor to provide you with off-site support and maintenance services in relation to our digital signature solution system within a reasonable turnaround time between 08:00 and 17:00 (Malaysia time), Monday through Friday excluding public holidays in Malaysia upon us receiving your support and maintenance service request. In limited circumstances and depending on the type of digital signature solution plan subscribed by you, we may provide you with round-the-clock off-site support and maintenance services. Even so, our response time is not guaranteed and you acknowledge and agree that we hold no responsibility or liability for failure or delay in providing you with any support and maintenance services requested.
- (ii) Please note that we do not provide any on-site support and maintenance service, and will not attend to such request.

## **8. FREE TRIALS**

- (i) We may, in our sole discretion, offer free trials of our digital signature solution services with basic user capacity, security features and community support services to our Members on a limited basis. We disclaim any and all liability for any loss or damage resulting from your use of such free trials.

## **9. DEREGISTRATION AND TERMINATION**

- (i) In the event that you wish to deregister your account with us or terminate our digital signature solution services, you may contact us via the contact details provided on our Site or write to us at support@securemetric.com. Upon deregistration or termination, you will not be able to access further and use our digital signature solution services (including free trials) and we will not be liable to you for any loss or damage whatsoever arising therefrom.
- (ii) Please note that our Privacy Notice shall continue to apply notwithstanding the deregistration of your account with us or termination of our digital signature solution services.

## **10. DISCLAIMER AND LIMITATION OF LIABILITY**

- (i) We do not represent or warrant in any way that, our Site and/or our digital signature solution system and/or any electronic documents available for download from our Site will function without interruption, errors, viruses, malware, spyware or other engines that may

damage or interfere with any system or data and/or any messages we sent to you over the internet are completely secured as no security system is impenetrable. As such, we disclaim any and all liability for any loss or damage in connection therewith. We also disclaim any and all liability for any loss or damage:

- ❖ resulting from your failure to comply with any of these Terms of Use;
  - ❖ resulting from any act or omission by you in reliance of any of the information contained on our Site, whether or not broadcasted by us or any other person;
  - ❖ resulting from the disclosure of your user identification name, password and/or private key;
  - ❖ arising from your use of our Site and/or digital signature solution services including but not limited to any malfunction, defect in and/or any breakdown, disruption or failure of any hardware or software, whether or not owned, operated or maintained by us, you or any other person;
  - ❖ arising from your use of the content, products or services provided on any third parties' websites, which are accessed or directed through our Site;
  - ❖ arising from your request for and reliance on the digital certificate issued by a licensed certification authority in accordance with the Digital Signature Act 1997;
  - ❖ arising from any circumstances not within our reasonable control; or
  - ❖ howsoever caused as a result of any interruption, suspension or termination of our Site and/or our digital signature solution services.
- (ii) We do not represent and warrant that our digital signature solution system will address your needs and requirements, and you are strongly advised to review the features and specifications of our digital signature solution system before subscribing for our digital signature solution plan and add-on package(s).
- (iii) We will not be responsible for any third party's charges incurred by you including but not limited to your website maintenance and standard network charges when accessing and browsing our Site, and using our digital signature solution services.
- (iv) We are not responsible to produce any electronic document to any third party and will therefore not be responsible for any loss or damage arising therefrom.
- (v) We have access to but we do not monitor, review or edit any electronic documents uploaded by you or any activities or transaction connected therewith through our digital signature solution system and will therefore not be responsible for the completeness, security, legality, reliability, quality, veracity or appropriateness of any documents or activities or transaction connected therewith and any loss or damage arising therefrom.
- (vi) We do not represent and warrant that the full contents, including images, graphics and any special effects of the electronic documents will be accurately presented, reflected and reproduced in our digital signature solution system.
- (vii) We do not provide any platform for authorised users to amend, replace, delete and destroy any electronic documents which are partially or completely signed. All digital signatures are non-repudiable and authorised users are strongly advised to examine the electronic documents thoroughly before uploading the same on our digital signature solution system and/or completing the digital signature.
- (viii) Our digital signature solution service mainly facilitates the signing of electronic documents between the parties to the electronic documents, storage of the same and authentication of digital data and nothing shall be deemed or construed that we are a party to any electronic documents uploaded or processed through our digital signature solution system.
- (ix) To the maximum extent permitted by law, we do not give or make any warranty or representation of any kind, whether express or implied, in relation to our Site and/or our

digital signature solution services. You use our Site and/or our digital signature solution services at your own risk.

## 11. WARRANTY AND INDEMNITY

(i) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you unconditionally warrant and undertake to us that it is solely for a lawful purpose directly related to your activity and you will not use our Site, any of its contents and our digital signature solution services for any mala fide purpose or unlawful activities or in breach of these Terms of Use or any rights of a third party. Unlawful and/or prohibited activities include but not limited to the following:

- ❖ interfere or attempt to interfere with the proper operation of our Site or other party's use of our Site and/or our digital signature solution system or disrupt our Site and/or our digital signature solution system or servers or networks connected to it or undermine the security of the networks and systems connected to it;
- ❖ hack or attempt to gain unauthorised access to our Site or any other systems, programs or networks linked to our Site;
- ❖ modify, disassemble, decompile, damage or reverse engineer our digital signature solution system;
- ❖ sub-licence or transfer our digital signature solution services to any other party;
- ❖ create a false identity on our Site or impersonate another person or entity (via the use of an e-mail address or otherwise) or otherwise misrepresent yourself or the source of any e-mail;
- ❖ use anyone else's registered account on our Site without the express permission and consent of the holder of that account;
- ❖ make copies, reproduce, republish or sell any information on our Site for any purposes whatsoever;
- ❖ use our Site and/or our digital signature solution services in any way that renders us in violation of any applicable law and regulation or that is unlawful or fraudulent or in contravention with any of these Terms of Use;
- ❖ engage in any activity or transmit any information that is defamatory, infringing, obscene, harassing, irritating, libelous, abusive, threatening, harmful, vulgar, obscene, privacy invading or sexually or racially offensive;
- ❖ deliberately transmit (or allow to be transmitted) any virus, malware, spyware or other disabling features to or from our Site or do anything which could cause damage to or otherwise have a negative impact on us or our Site and/or our digital signature solution system; and
- ❖ any activity prohibited under these Terms of Use.

(ii) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you represent and warrant to us that all information provided by you to us is and shall be true, correct and accurate in all respects.

(iii) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you agree that you are responsible and liable for:

- ❖ ensuring that the format of the electronic documents uploaded by you is accessible, readable and presentable by our digital signature solution system;
- ❖ any and all activity that occurs under your account, website and mobile applications;
- ❖ maintaining the confidentiality of your user identification name, password and any information you hold for your account on our Site. Please notify us immediately if you learn of any unauthorised use of your password or account and change your password regularly for your own protection;
- ❖ ensuring that all persons who access, browse or use our Site through your internet connection and/or your computer or mobile device are aware of these Terms of Use and that they comply with them;

- ❖ ensuring that any information and data submitted by you to our Site, all activities that happen on or through your account and any electronic documents uploaded through our digital signature solution system is not discriminatory, obscene, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations and guidelines; and
  - ❖ ensuring that any electronic documents uploaded through our digital signature solution system are free of viruses, malware, spyware or other engines that may damage or interfere with any system or data before they are uploaded through our Site. Please note that our digital signature solution system will reject and will not attempt to access, read or upload any electronic document which is or suspected to be corrupted or damaged.
- (iv) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you agree to fully indemnify, defend and hold us harmless against any and all losses, damages, expenses and cost including legal fees which we may have suffered or incurred due to or as a result of your or any of your agents or nominees' use of our Site and/or our digital signature solution services or breach of these Terms of Use or any rights of a third party.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- (i) All information, data, graphics and materials displayed on our Site and all ideas, know-how, codes, works and any intellectual property associated therewith in relation to our digital signature solution system (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.

## **13. LINKS TO OTHER WEBSITES**

- (i) Our Site may contain hypertext links to our affiliated or third parties' websites as a convenience to you and as an additional avenue of access to the information and materials contained therein. You understand that the broadcasting of such links on our Site does not imply or suggest any recommendation or advice from us with respect to the products or services offered by such parties and we have no control over their products or services and any information or materials contained therein. We do not guarantee that any information or materials contained in these linked websites are correct, accurate, current and not misleading. Hence, please make your own independent judgment regarding your interaction with these linked websites. You agree that we will not be responsible and liable for any loss or damage suffered by you arising from the use of such information, materials, products or services broadcasted on these linked websites or any transactions performed on these linked websites.

## **14. PRIVACY NOTICE**

- (i) By browsing, accessing, using, purchasing and/or subscribing to our Site and/or our digital signature solution services, you consent to us collecting and processing your information submitted by you through any means and in any manner.
- (ii) Our Privacy Notice is part of these Terms of Use. Please refer to our Privacy Notice for more detailed information on the types of data we collect from you and the manner we use and process your data.

## **15. COOKIES**

- (i) We generally do not use cookies (i.e. small data files sent from a website to and stored on a user's computer or mobile device by the user's web browser when the user browses, assesses to or uses a website), but if we do:
- ❖ they predominantly indicate to us your preference based on your previous visit(s) to our Site and are used to assist us in enhancing your experience during your next visit to our Site. For instance, keeping your preferred language, jurisdiction and other notification settings allow us to expeditiously identify, focus and narrow our search results and bypass certain requests to suit your preference;
  - ❖ you may configure and manage your web browser settings to restrict us from storing cookies into your computer or mobile device, but such restriction will potentially degrade and impact your user experience of our Site and you may not have access to all functions and links on our Site; and
  - ❖ you consent to our cookie settings and our Privacy Notice by proceeding to browse and use our Site and/or our digital signature solution services.

## **16. UPGRADES / INTERRUPTION**

- (i) We may upgrade our Site and/or our digital signature solution system to enhance its appearance and functionality and we may interrupt the operation of our Site and/or our digital signature solution system in whole or in part as may be necessary to perform such upgrades or any routine or non-routine maintenance, error rectification, or other changes or modification without any prior consent from and any liability to you or any third party. We will notify you of such interruption except in circumstances beyond our control which limit our ability and efforts to do so. You agree that we will not be responsible and liable for any loss or damage suffered by you arising from this.

## **17. VIOLATION OF TERMS OF USE**

- (i) Nothing contained in these Terms of Use shall be construed to limit our actions or remedies in any matter. We reserve at all times all rights to determine whether you have committed any violation of these Terms of Use and to seek any and all remedies available to us at law or in equity for any violation of these Terms of Use.

## **18. TERMINATION**

- (i) You agree that we may at any time, without prior notice to you, terminate these Terms of Use upon which you may be denied access to and use of our Site. The termination shall be without prejudice to any rights and obligations under or in relation to these Terms of Use which may have accrued to a party against another.

## **19. ASSIGNMENT**

- (i) We reserve the right to assign all or any part of our rights or novate all or any part of our rights and/or obligations under or in relation to these Terms of Use to any person or entity (including our affiliates) without any prior consent from or notice to you and without any liability to you or any third party.
- (ii) You are not permitted to assign or novate in whole or part any rights or obligations under or in relation to these Terms of Use to any person or entity.

## **20. SEVERANCE**

- (i) Our Site and our digital signature solution system may be accessed throughout and outside Malaysia. We do not represent or warrant that the content of our Site and our digital



signature solution system comply with the laws of any country outside Malaysia. You access our Site and/or use our digital signature solution services at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

- (ii) If any provision of these Terms of Use is declared by any judicial or other competent authority in any jurisdiction to be void, voidable, illegal or otherwise unenforceable, such provision shall in such jurisdiction only be severed from these Terms of Use and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.

## **21. WAIVERS**

- (i) No failure or delay by us in enforcing any of these Terms of Use or in exercising any claim or right with respect to a breach by you of these Terms of Use shall operate as a waiver nor shall any single or partial exercise of any claim or right limits us from exercising any other claim or right. Any course of conduct between us and you or any other party shall not be deemed to alter any provision of these Terms of Use.

## **22. VARIATION OF TERMS OF USE**

- (i) We reserve the right at our sole discretion to amend, add or delete these Terms of Use or any portion thereof from time to time without prior notification to you and that such amendments, additions or deletions shall be effective immediately upon broadcasting on our Site and your continued browsing or use of our Site and/or our digital signature solution services shall constitute your agreement and acceptance of such amendments, additions or deletions.
- (ii) Please check our Terms of Use and other legal notices posted on our Site periodically for updates.

## **23. GOVERNING LAW AND JURISDICTION**

- (i) These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts in Malaysia.

## **24. INFORMATION AND FEEDBACK**

- (i) Please contact us via the contact details provided on our Site or write to us at [support@securemetric.com](mailto:support@securemetric.com) if:
  - ❖ you require further information or clarification of these Terms of Use;
  - ❖ you have any feedback or complaint on the content of our Site and/or our digital signature solution system;
  - ❖ you believe in good faith that any content displayed on our Site and/or our digital signature solution system infringes any proprietary right that you hold; or
  - ❖ you wish to report any violations of these Terms of Use.
- (ii) 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 Site.
- (iii) 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.

Thank you for visiting our Site and using our digital signature solution services.