

TERMS AND CONDITIONS

Your access and use of the Sunway Fintech Services (formerly known as Sunway SCF Sdn Bhd)'s ("**Sunway**") Platform and the Products via the Platform are subject to these Terms. Depending on the Products you use on the Platform, different terms between you and the relevant Sunway Group entity are set out in its respective site/platform/mobile application, and the use and access of such Product shall be subject to these Terms and such applicable Product Terms.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS BEFORE YOU ACCEPT THEM. BY BROWSING, ACCESSING AND/OR USING THE PLATFORM, THE ACCOUNT AND REQUESTING AND/OR USING ANY OF THE PRODUCTS, YOU AGREE AND ACCEPT TO BE BOUND BY THE FOLLOWING TERMS WITHOUT LIMITATION OR QUALIFICATION. IN ADDITION TO THE FOLLOWING TERMS, YOU HEREBY AGREE TO COMPLY WITH ANY OTHER TERMS, CONDITIONS, POLICIES, DOS AND DON'TS OF THE PLATFORM, ACCOUNT AND/OR PRODUCTS AS MAY BE DETERMINED BY SUNWAY FROM TIME TO TIME. IN THE EVENT YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE PLATFORM, ACCOUNT AND/OR PRODUCTS.

1. DEFINITIONS

- 1.1. "**Account**" means a User's account registered with Sunway to request, subscribe and/or use the Products.
- 1.2. "**Authorised Person**" means any individual(s) authorised by the User to, for and on behalf of the User, use the Platform and any of the Products, operate the Account, perform all actions and agree to all terms and conditions (including amendments thereto) in relation to the Account and any of the Products.
- 1.3. "**Confidential Information**" means any information that Sunway and/or any Sunway Group entity discloses to the User and/or Authorised Person, whether orally, in writing, electronically, in other tangible or intangible, which is marked as confidential or would normally under the circumstances be considered confidential information.
- 1.4. "**Content**" means any information, images, links, sounds, graphics, videos, software, user interfaces, visual interfaces, computer code or other materials including quotes, news and research data that is available on the Platform.
- 1.5. "**Electronic Instruction**" means any instructions, communications, instructions, orders, messages, data, information or other materials from the User or the Authorised Person in relation to the Account and/or the Products.
- 1.6. "**Hyperlink**" means hyperlinks or plug-ins to third party's websites, platforms, systems, portals, gateways or networks by means of buttons, links, banners or embedded content.
- 1.7. "**Loss**" includes loss, damage, claim, costs, fees, charges, damages and/or expenses of whatsoever nature without limitation arising from contract, tort, equity or any other principles of law or legal theory (including any loss of profits, lost savings, loss of data, loss of opportunity, loss of goodwill, special, incidental, punitive or exemplary losses and consequential damages) and howsoever arising whether direct, indirect, joint, several, actual, contingent or otherwise (including legal fees on a full indemnity basis), and includes without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers and unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising.

- 1.8. **“Platform”** means the web-hosted platform operated by Sunway having the URL address notified by Sunway from time to time for the access to the Products, and includes any mobile or desktop application through which the Platform may be accessed.
- 1.9. **“Product Terms”** means any terms and conditions as the relevant Sunway Group entity may prescribe for the access and/or use of the relevant Product(s).
- 1.10. **“Products”** means any products or services that Sunway or any of Sunway Group entities may from time to time provide and/or made available to the User via the Platform.
- 1.11. **“Sunway Group”** means the Sunway Berhad group of companies which includes all subsidiaries and affiliates of Sunway Berhad worldwide, including but not limited to Sunway Money Sdn Bhd and Sunway Fintech Services (formerly known as Sunway SCF Sdn Bhd).
- 1.12. **“User”** means any person (including a company, organisation, enterprise, partnership, firm or any other form of entity) who registers for, accesses and/or uses the Platform and/or the Products.
- 1.13. **“you”** and **“your”** refers to any person who visit and/or browse the Platform (as applicable), including the User and the Authorised Person.

2. PLATFORM AND PRODUCTS

2.1. Access to the Platform

- 2.1.1. You are solely responsible for your own use of the Platform and/or the Products.
- 2.1.2. Access to the Platform and Products may be available through different devices (for example, personal computers or mobile devices). The availability and features of the Platform and Electronic Services may vary depending on the type, system specifications and configuration of the device.
- 2.1.3. The use of the Platform requires compatible devices, internet access and certain software, and may require updates (automatic or manual download and installation or otherwise) from time to time. Your ability to access and use the Platform or any of the Products may be affected by the performance of your own devices, internet connection and software. You acknowledge that the system requirements and compatibility (which may be changed from time to time) are your own responsibility.
- 2.1.4. The access to and use of the Services, Account and/or Platform are subject to scheduled or emergency maintenance and/or upgrades, the availability of the IT and network systems of Sunway and/or any third party service provider relating to or in connection with the Services. Sunway does not guarantee nor warrant the full availability of the Platform, or the IT and network systems at all times.
- 2.1.5. Your access to the Platform and Products may be limited and subject to applicable laws and regulations.
- 2.1.6. Sunway may introduce new or different forms of authentication service from time to time without prior notice to you for the access and/or use the Platform and/or the Products.

2.2. Products

- 2.2.1. Products may be provided to you by Sunway or any other entity within the Sunway Group. Sunway and/or such Sunway Group entity may at its sole

discretion decline to facilitate your procurement of or access to the Products without assigning any reason.

- 2.2.2. Your access and use of Products are subject to additional Product Terms. The Product Terms may be enforced by the relevant Sunway Group entity against you directly. If you do not agree to the Product Terms you must notify the relevant Partner and discontinue your use of the relevant Product(s).
- 2.2.3. By using the Products, you consent and agree to:
 - (a) Sunway and/or any Sunway Group entity sharing information about you to one another as may be necessary for you to access the Products; and
 - (b) promptly fulfil any reasonable request that Sunway and/or any Sunway Group entity makes to you in order to provide the Products.
- 2.2.4. Sunway or the relevant Sunway Group entity reserves the right to restrict, suspend (temporarily or permanently) or cease the Products for any or no reason, in whole or in part, at any time without giving you prior notice. Under such circumstances, Sunway or the relevant Sunway Group entity will not be responsible for any inconvenience, loss, damage or injury suffered by you or any third party.
- 2.2.5. Sunway does not endorse or provide any warranty in respect of any Products and you agree that to the fullest extent permitted by law Sunway will not be responsible in any event or circumstances for any liabilities or losses resulting from or in connection with your use of any Products.

3. ACCESS, USE AND ACCOUNT SECURITY

3.1. Account

- 3.1.1. You (except mere visitor) are solely responsible for all or any use of the Account (under any User ID or password associated with the access to the Account under such User ID), for protecting the confidentiality of any User ID and password associated with the access to the Account, and for ensuring that all or any use of Account complies fully with the provisions of these Terms and the Product Terms. User (except mere visitor) must treat and keep the User ID, password and all other access credentials confidential at all times, and not disclose them to any third party or unauthorised persons.
- 3.1.2. Password of the Account under any User ID are non-transferrable.
- 3.1.3. You (except mere visitor) shall properly log out of the Account after use of the same. You (except mere visitor) acknowledge and agree that failure to log out from the Account may cause unauthorised access by any third party and to the extent as permitted by law, you (except mere visitor) shall not hold Sunway or any Sunway Group entity, or any of its respective employees, directors, officers, representatives, affiliates, subsidiaries and agents responsible or liable for any such access or for any Loss suffered or incurred by you (except mere visitor) as result of such unauthorised access.
- 3.1.4. Sunway may (under no obligation to) monitor and review your access to or use of the Account and/or Platform. If Sunway suspects or have reasons to believe that there has been any unauthorised activity, misuse or violation of any laws being committed by you in connection to the access and/or through the Account and/or Platform, Sunway reserves the right to block, suspend or discontinue the

your access to the Account and/or Platform, disable any User ID relating to such Account immediately without assigning any reasons or prior notice to you.

3.2. Electronic Instructions

- 3.2.1. You acknowledge and agree that Electronic Instructions are an acceptable method of communicating information from one party to the other without having to communicate the same on paper, and that all Electronic Instructions are equivalent to instructions in writing. The validity or enforceability of such Electronic Instructions shall not be disputed or challenged on the grounds that it is not a written document. You agree and acknowledge that such Electronic Instructions are deemed as original written documents, and not to challenge the admissibility of such Electronic Instructions on the grounds that it is made in electronic form.
- 3.2.2. Sunway shall have the right to decline your access to the Platform or the Products and/or to act on any Electronic Instruction without incurring any responsibility for loss, claim, liability, cost or expense arising out of so declining to act if:
- (a) the Electronic Instructions are unclear, incomplete or inconsistent with other instructions issued to us;
 - (b) the Electronic Instructions have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by a regulatory or governmental body;
 - (c) the Electronic Instructions cannot be processed due to any disruptions that are beyond Sunway's reasonable control;
 - (d) allowing you access to the Platform or the Products, or processing the Electronic Instructions might expose Sunway or any other entity of the Sunway Group to legal action or censure from any government, regulator or law enforcement agency, or result in Sunway or any other entity of the Sunway Group being subject to regulations or licensing requirements; or
 - (e) you have failed to comply with these Terms, any other Agreement which you may have with Sunway, or any other entity of the Sunway Group.
- 3.2.3. Sunway will treat all Electronic Instructions as final and unconditional when receive it through the Platform or any other acceptable means. This means Sunway shall be entitled (but not obliged) to effect such Electronic Instructions without your further consent and notice to you. You agree and accept that Sunway and/or any of the Sunway Group entity is not obliged to check the authenticity of the Electronic Instructions upon its transmission to Sunway and/or any of the Sunway Group entity (as applicable) through the Platform or other acceptable means.
- 3.2.4. You shall immediately notify Sunway if you have reason to believe that any Electronic Instructions and/or information has not been accurately or completely received by and/or provided to Sunway and/or the relevant Sunway Group entity and you shall forthwith provide the updated Electronic Instructions and/or information to Sunway.

3.3. Authorised Person

- 3.3.1. User is responsible for ensuring that each of his/her/its Authorised Person is aware of and complies with these Terms, the Product Terms, each other terms

and/or agreement which a User may have with Sunway and/or Sunway Group entity relating to the use of the Platform and/or any Products.

- 3.3.2. All action or omission of the Authorised Person in relation to the Platform, the Account and any of the Products are deemed to be carried out and authorised by the User, and shall be legally binding on the User. User will be responsible for such Authorised Person actions and/or omissions, including any liabilities and losses arising from any payments or transactions initiated or effected from his/her/its Account which such User may undertake or authorise.

4. YOUR RESPONSIBILITY AND OBLIGATIONS

- 4.1. You represent and warrant that you have legal capacity (above 18 years of age), right and ability (is of sound mind) to enter into these Terms and to comply with these Terms.
- 4.2. You represent, warrant and undertake that you will use the Platform, Account and/or the Products for lawful purposes only and in accordance with these Terms and/or Products Terms and all applicable laws, rules, codes, directives, guidelines, policies and regulations, including any local, state, national or international laws.
- 4.3. You represent and warrant that when accessing and using the Products, Account and/or Platform, all applicable laws and regulations shall be complied, and you shall not use the Products, Account and/or Platform for any unlawful or illegal purposes in any jurisdiction or in breach of any of these Terms and/or Product Terms.
- 4.4. You represent, warrant and undertake that all particulars, information and/or documents provided by you to Sunway and/or the relevant Sunway Group entity relating to and/or for the Products, Account and/or Platform ("**Supplied Information**") at any time and/or from time to time are true, accurate, current, complete and not misleading. You undertake to forthwith notify Sunway and/or the relevant Sunway Group entity of any changes or amendments to any part of the Supplied Information by providing the updated information and/or documents ("**Updated Information and/or Documents**"), in writing, the receipt of which must be acknowledged in writing by Sunway and/or the relevant Sunway Group entity. You agree that, in the event of any inconsistency between the Supplied Information and the Updated Information and/or Documents provided to Sunway, the latter shall prevail. You hereby irrevocably grant consent to Sunway to revise and amend any part of the Supplied Information at any time and/or from time to time, to be consistent with the Updated Information and/or Documents without any prior notice to you and hereby acknowledge and agree that such revision and amendment made by Sunway and/or the relevant Sunway Group entity shall be deemed to have been personally made by you and shall be final and conclusive. You undertake to indemnify Sunway and/or the relevant Sunway Group entity, and/or its respective employees, directors, officers, representatives, affiliates, subsidiaries and agents for any Loss incurred arising from you providing untrue, inaccurate, out-of-date, incomplete or misleading information or particulars.
- 4.5. You warrant and undertake that you will treat and keep the User ID, password and all other access credentials in relation to the Account confidential at all times, and prevent unauthorised use of the same. You undertake to notify Sunway immediately of any unauthorised use of the Account, User ID, password and/or all other access credentials in relation to the Account. You warrant and undertake that you will be fully and absolutely liable to Sunway and/or the relevant Sunway Group entity for all Electronic Instructions, transactions and activities happening within and relating to the Account, and Loss incurred by Sunway and/or the relevant Sunway Group entity or any other User due to someone else using the Account as a result of your failure to keep your Account, User

ID, password and/or all other access credentials in relation to the Account secure and confidential (and Sunway shall at all times not be liable for your failure).

- 4.6. You warrant that you will be solely and absolutely liable for any liabilities arising from using the Products, the Account and/or the Platform and undertakes to indemnify Sunway against any Loss incurred by Sunway and/or the relevant Sunway Group entity pursuant thereto.
- 4.7. You shall not act in a deceptive or fraudulent manner by, among other things, impersonating another person or entity, including but not limited to, a Sunway official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity, accessing another User's Account or signing up for more than one Account.
- 4.8. You shall not use the Products, Account and/or the Platform in any way which will deprive other persons (including other Users) of their legitimate right to use the Products, such other Users' Account and/or Platform.
- 4.9. You shall not permit any person other than yourself (except if you are an Authorised Person) to use the Products through the Platform under your Account, misrepresent your identity or other information (including any Electronic Instructions) as may be transmitted on the Platform, or share any access, User ID and password with unauthorised person or encourages other person to do so.
- 4.10. You shall not re-sell, re-provide, sub-license or distribute the Products, Account and/or Platform to any other person.
- 4.11. You shall not perform any act or use the Products, Account and/or Platform in any manner that may cause damages, interruptions, obstruction, inefficiencies or defective functioning of the Platform, the device or systems and networks used by Sunway, any of the Sunway Group entity and/or the third party engaged by Sunway (if any) in connection with the Platform.
- 4.12. You shall not post, transmit or disseminate materials that are fraudulent, harmful, vulgar, obscene, pornographic, profane, abusive, hateful, offensive, threatening, harassment, libellous, defamatory, objectionable materials or materials that are in breach of any laws and regulations, or use the Products, Account and/or Platform in any unlawful manner or in a manner which promotes or encourages criminal or illegal activity.
- 4.13. You shall not post, transmit or disseminate any messages that amounts to advertising materials, chain mails, spam or junk mails, unsolicited messages or messages for the touting or sale of, or offer to sell, any product or service.
- 4.14. You shall not post, transmit, install, publish or disseminate any viruses, worms, Trojan horses, malicious or any harmful, disruptive or destructive files, code, content or documents designated to corrupt, destruct or limit the functionality of any computer software or hardware or any telecommunication equipment or systems of any other person for the access and/or usage of the Products, Account and/or Platform.
- 4.15. You shall not post, publish, transmit, reproduce, distribute or in any way exploit any information, software or hardware or other materials obtained from or through the Products, Account and/or Platform for any other commercial purposes.
- 4.16. You shall not perform any act or induce other person to take certain action that may pose a threat to Sunway's and/or any of the Sunway Group entity's reputation or that results in any material adverse effect on Sunway, any of the Sunway Group entity, its business, affiliates, agents, management or relationship with any third party.

- 4.17. You shall not use the Account and/or Platform for the collection of personal data or use material or information protected by the applicable laws of personal data or confidentiality.
- 4.18. You shall not hack into, attempt to gain unauthorised access to the Platform, or perform any act which will cause (or attempt to cause) breach to the security or authentication measures of the Platform or any network connected to the Platform, as well as the security or authentication measures associated to the Content hosted in the Platform.
- 4.19. You shall not reverse engineer, disassemble or decompile the Platform (in whole or in part), mirror or frame any parts of the Platform or commit any attempts to do so, unless as may be permitted by the laws and regulations.
- 4.20. You shall not modify, copy, distribute, reproduce, commercially exploit, transmit, display, perform, publish, upload, post, license, create derivative works from, transfer or sell any Content, information, designs, logos, copyright, trademarks, software or other proprietary rights of the Platform or obtained from the Products, Account and/or Platform.

5. CONTENTS & INTELLECTUAL PROPERTY

- 5.1. All Contents and any other features available on the Platform are provided on an “as is” and “as available” basis and without warranties of any kind either expressed or implied to the fullest extent permissible pursuant to applicable law. Sunway may update, change, remove, disable or withdraw the contents and/or features of the Platform (in whole or in parts) at any time as Sunway deems fit without any notice to you and Sunway is under no obligation to provide reasons to the updates, changes, removal or withdrawal thereof.
- 5.2. The Contents and features on the Platform are strictly meant for your reference and information only.
- 5.3. Some Contents and features are transmitted through other systems or networks of third party engaged by Sunway which may cause delays, glitches or other similar system delays or errors out of Sunway’s control. As such, Sunway does not provide any representation or warranty that all contents and features displayed on the Platform including information, materials or the reliability of any advice, opinion or other information display or distributed on the Platform, data, images, icons, audio, videos or Hyperlinks are error-free, up-to-date, accurate or complete at any given time. You acknowledge that any reliance on any such Content, information, data, advice, opinion or information on the Platform shall be at your own risk.
- 5.4. The Platform contains materials that are subject to the protection of copyright, trademarks and other proprietary information including, but not limited to, graphics, text, images or photographs, sounds, music, audio or video and other multimedia work, and the entire Contents of the Platform are subject to the applicable copyright and trademarks laws, or such other intellectual property laws. Any unauthorised use of any part of the Platform is strictly prohibited. The access and/use of the Platform or any of the Products does not grant you any rights, implied or otherwise, to the Content or any of the intellectual property of Sunway, the relevant entity of Sunway Group and/or any relevant third party. Sunway, the relevant entity of Sunway Group and/or any relevant third party retains all intellectual property rights in the Products and Platform (as applicable).

6. HYPERLINKS

- 6.1. In the event the Platform displays any Hyperlinks, these Hyperlinks are managed, owned and under the control of third party(ies). Sunway does not have control, ownership or the means (whether technical or otherwise), and is not responsible, over the information, products, content, data or services obtained through such Hyperlinks or the actions of such third party(ies). Any Hyperlinks are provided to you for convenience only and shall not construe or indicate in any way whatsoever as an endorsement, association, authorisation, sponsorship or verification by Sunway, and shall be accessed and/or relied on at your own risk.
- 6.2. Sunway does not guarantee that these Hyperlinks and/or any information, products, content, data or services thereof will be available, error-free or uninterrupted at all times, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements in connection with such Hyperlinks. Under no circumstances will Sunway be liable for any Loss suffered by or caused to you due to your access of the Hyperlinks, reliance or use of any information, products, content, data or services obtained through such Hyperlinks and/or in any aspect of the Hyperlinks.

7. VIRUSES, MALWARE AND SECURITY

- 7.1. Sunway does not guarantee that the Platform is secure or free from viruses, malware or other internet security risk. accepts no liability for any Loss resulting from a virus, malware, cybersecurity attack, a distributed denial-of-service attack, or other destructive material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Products, the Account and/or the Platform (including the downloading of any content from it) or any other website or service that Sunway may provide a Hyperlink to.
- 7.2. You are responsible for protecting your own hardware, software, data and other material from viruses, malware and other internet security risks.
- 7.3. You must not gain or attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. If you receive any Confidential Information to access and/or use the Platform or any of the Products, you agree that you will use reasonable care to protect against the unauthorised disclosure of such Confidential Information. You may disclose Confidential Information only to affiliates, employees, agents, or professional advisors ("**Delegates**") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. You will ensure that your Delegates use the received Confidential Information only to exercise rights and fulfil obligations under these Terms. Notwithstanding any provision to the contrary in these Terms, you may disclose Confidential Information to the extent required by applicable laws; provided that you use commercially reasonable efforts to (a) promptly notify Sunway before any such disclosure of Confidential Information, and (b) comply with Sunway's reasonable requests regarding its efforts to oppose the disclosure (if applicable).
- 8.2. You acknowledge that you have read through the Privacy Statement published on the Platform, and the continued access of the Platform or engagement with any Sunway Group entity for the any of the Products signifies and constitutes your agreement to

such Privacy Statement. For the avoidance of doubt, User's acceptance of these Terms shall constitute acceptance towards the Privacy Statement.

- 8.3. You authorise Sunway and/or any entity of the Sunway Group to collect and/or verify information on you from whatever sources as may be required and to release such information and documents as may be obtained, including to any third party, for the purpose of or relating to the provision of the Products, without any further reference to you.
- 8.4. In connection to the aforesaid, you acknowledge, agree and authorise Sunway and/or any entity of the Sunway Group to collect and store information and personal data, and that Sunway and/or any entity of the Sunway Group may disclose, transfer and share information and data collected on you to one another for the other products and services that are provided and delivered by Sunway Group.

9. ANTI-BRIBERY & CORRUPTION

- 9.1. Sunway has adopted the Sunway Berhad Group's Anti-Bribery & Corruption Policy and is guided by Sunway Group's Code of Conduct & Business Ethics which strictly prohibits any act of bribery and corruption regardless of its form. We encourage all our customers and business associates to read the policy in our Sunway Group [website](#).

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. Sunway does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Platform or Products and (b) any representations about Content or information accessible through the Platform or Products.
- 10.2. To the extent permitted by applicable law, Sunway shall not, in the absence of fraud, gross negligence or wilful default, be liable to you for any Loss incurred or suffered by you, even if Sunway had been advised as to the possibility of such Loss, in connection with:
 - 10.2.1. the Platform or any Products not being available due to system or server maintenance or failure, the breakdown/non-availability of any network, any computer virus or malicious code, or any transmission interruption or failure;
 - 10.2.2. any action taken by or omission on Sunway's part in good faith in connection with or in the course of discharging Sunway's obligations under these Terms;
 - 10.2.3. any non-processing or delay in processing of Electronic Instructions by Sunway and/or any Sunway Group entity through whom your Electronic Instructions are transacted;
 - 10.2.4. any transaction or Electronic Instruction initiated by you being declined by any relevant third party, including bank, financial institution, payment intermediary or other service provider;
 - 10.2.5. inaccurate or incomplete Content, reliance on or use of the information provided on any channel and medium for any purpose;
 - 10.2.6. any disclosure of any information which you have consented to us collecting, using or disclosing or where such collection, use or disclosure is allowed under applicable laws;

10.2.7. any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, power failures, delay in deliveries from subcontractors; or

10.2.8. any event outside Sunway's control.

11. INDEMNITY

11.1. You agree to indemnify, defend and hold harmless, Sunway, its affiliates and related companies (including but not limited to any entity within the Sunway Group), its respective directors, officers, suppliers, employees and associates harmless against any and all Loss suffered by Sunway, its affiliates and related companies (including but not limited to any entity within the Sunway Group), their directors, officers, suppliers, employees and associates (including, but not limited to, claims for defamation, trade disparagement, confidentiality, privacy and intellectual property infringement) as a result of any breach of these Terms or Product Terms, any violations committed or attempted to be committed by you in the use or purported use of the Platform or any fraudulent acts, illegal activities or negligence.

11.2. The indemnity herein shall survive the termination or expiry of these Terms.

12. AMENDMENT

12.1. Sunway reserves the right to supplement, vary and/or modify the Terms, or any part thereof, or to impose new terms and conditions, for accessing and/or using the Platform, at any time at its sole discretion by means of, including but not limited to, posting the updated version of the Terms on the Platform. Upon the posting of such updated Terms on the Platform, you shall be deemed to have accepted and agreed such updated Terms.

13. GOVERNING LAW AND JURISDICTION

13.1. These Terms are governed by, and construed in accordance with, the laws of Malaysia.

13.2. These Terms between Sunway and you shall be deemed to have been made and executed at Sunway office in Selangor and any breach of the terms stated herein shall be deemed to have arisen in Selangor irrespective of where you may reside or the breach has taken place.

14. MISCELLANEOUS

14.1. **Conflict.** If there is any conflict, discrepancies or variance between these Terms and any Product Terms, the latter shall prevail and these Terms will continue to be bound to the extent the conflict relates to the Platform.

14.2. **Waiver.** Any waiver or indulgence granted shall not prevent Sunway from enforcing its rights under these Terms which are unaffected by such waiver or indulgence. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law. In the event of delay to exercise or enforce any right under these Terms will not operate as a waiver of such right by Sunway.

14.3. **Severability.** In the event any one more of the provisions of these Terms shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

14.4. **Assignment.** You shall not assign or transfer any of your rights and obligations, whether in whole or in part, to any party without Sunway's prior written consent. Any such assignment by you without the prior written approval of Sunway shall be null and void and of no effect. Sunway may assign any of its rights and obligations in whole or in part to any of the Sunway Group entity or any third party at its sole discretion, and you shall be notified.