

This Standard Terms of Service shall be read in conjunction with the ePerolehan Declaration Form and ePerolehan Card Request Form which are attached together with this Standard Terms of Service.

1. Definitions

Unless the context requires otherwise, the following words shall have the following meanings:-

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| "Agreement" | means this Standard Terms of Service including the schedule, the ePerolehan Declaration Form and the ePerolehan Card Request Form collectively; |
| "Business Day" | means a day on which banks are open for general banking business in Selangor other than Saturday, Sunday or a public holiday; |
| "Catalogue" | means an electronic catalogue comprising of all the Subscriber's Catalogue Items categorised according to the product grouping or classification; |
| "Catalogue Item" | means a Subscriber's digitised product or service in the Catalogue and the Content pertaining to that product or service which is displayed on ePerolehan; |
| "Catalogue Fees" | means the catalogue fees set out in Schedule 1 ; |
| "Central Contract" | means procurement by the Government in respect of the supply of goods and services which have been pre-negotiated, tendered and awarded to suppliers as determined by the Government; |
| "Certification Authority" | means the authorised certification authority designated by the Company to provide the digital certificate for the ePerolehan Card; |
| "Content" | means any and all information, data, text, music, sound, photographs, graphics, video, messages or other materials pertaining to the Subscriber's business, Catalogue Item and any other matter including but not limited to:- (a) Catalogue Item information such as product image, description, specification and unit price; and (b) trading terms of the Catalogue Item such as price discounts and minimum quantity; |
| "Content Service Provider" | means the authorised content service providers designated by the Company to, amongst other things, digitise and upload the Subscriber's Catalogue Item to be displayed on ePerolehan. A list of the Content Service Provider shall be published by the Company from time to time; |
| "Company" | Commerce Dot Com Sdn Bhd; |
| "ePerolehan" | means the electronic procurement system provided by the Company; |
| "ePerolehan Card" | means the user smart card provided to the Subscriber and authorised by the Company to access the Services; |
| "ePerolehan User" | means the employee(s) of the Subscriber whose name(s) appear(s) in the ePerolehan Card Request Form. The Subscriber Administrator is deemed to also be an ePerolehan User; |
| "Fees" | means the Subscription Fees, Service Fees, Catalogue Fees and all other fees payable under this Agreement; |
| "Services" | means the services provided by the Company through ePerolehan which would enable and facilitate the:- (a) online registration of the suppliers; (b) display and listing of the supplier's catalogue items for the supply of goods and services; (c) suppliers to supply goods and services to the Government through Central Contract, Direct Purchase, Quotation and Tender; and (d) payment by or to the Government, any regulatory bodies or other authorities or any third parties in connection with any of the foregoing (a), (b) or (c). Notwithstanding paragraph (c), the supply of goods and services to the Government through Direct Purchase, Quotation and Tender shall only be made available to the Subscriber upon notification by the Company. |
| "Service Fees" | means the service fee set out in Schedule 1 ; |
| "Start-up Pack" | means a start-up pack containing:- (a) the background of ePerolehan; (b) the standard system requirements and configurations; (c) instructions and application form to apply for an internet service provider account; and (d) instructions to connect and use ePerolehan; |
| "Subscriber" | means the person or entity who executed the ePerolehan Declaration Form, the particulars of which are set out therein, and who has agreed to access the Service in accordance with the terms of this Agreement; |
| "Subscriber Administrator" | means an officer of the Subscriber whose name appears in Supplier Administrator column of the ePerolehan Card Request Form; |
| "Subscription Fees" | means the subscription fee set out in Schedule 1 ; |

2. Duration of Agreement

- 2.1 This Agreement shall come into operation on such date as the Company shall notify the Subscriber subject to:-
(a) the Ministry of Finance first approving the Subscriber's registration as a Government supplier; and
(b) the Company first approving the Subscriber's registration for the Services, the approval of which is at the Company's sole discretion.
- 2.2 This Agreement shall remain effective until:-
(a) it is terminated under this Agreement;
(b) the expiry or termination of the Subscriber's registration with the Ministry of Finance; or
(c) the expiry of two (2) years from the date this Agreement comes into operation, whichever is the earlier.
- 2.3 The Agreement may be renewed by executing the prescribed form on such terms to be determined by the Company .

3. Use of the Service

- 3.1 Subject to the terms of this Agreement, the Subscriber may use and access the Service upon this Agreement coming into operation. Nothing in this Agreement shall prevent or restrict the Company from granting another subscriber the right to use or access the Services.
- 3.2 The Subscriber acknowledges that it fully understands all the information pertaining to the Service, its standard systems requirement and configuration, instructions to connect and use or access to the Services. The Subscriber also agrees to comply with all guidelines, procedures, policies and requirements determined by the Company from time to time.
- 3.3 The Subscriber further agrees not to use the Service to:-
(a) upload, post or otherwise transmit any Content which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, fraudulent, misleading, deceptive, invasion of privacy, hateful or racially, ethnically or otherwise objectionable, or which contains any links to any universal resource locators (URL) or web links;
(b) forge header or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
(c) upload, post or otherwise transmit any Content that the Subscriber do not have the right or permission to transmit under any law of any jurisdiction, or under any contractual or fiduciary relationships (including confidential information learned or disclosed as part of employment or under non-disclosure agreements);
(d) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, industrial design, copyright or other proprietary rights of any party;
(e) upload, post or otherwise transmit any material that contains software viruses or any other computer codes, files or programs designed to or will cause the interruption, destruction, disable or limit the functionality of any computer software or hardware or communications equipment;
(f) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations, issued from time to time, in relation to the networks connected to the Service; and
(g) intentionally or unintentionally violate or permit the violation whether by the Subscriber, the Subscriber's employees, agents or consultant of any applicable local, state or national law, rules, orders, decree, guidelines and regulations.

4. Collection of ePerolehan Card

- 4.1 The Subscriber shall only be entitled to two (2) free ePerolehan Cards, without the digital certificate, after the Subscriber's application have been approved by the Company and the Subscription Fee has been paid. The Subscriber shall, upon registration, notify the Company of the number of free ePerolehan Cards (excluding the digital certificate) which it wishes to obtain provided that an ePerolehan User shall only be entitled to one (1) ePerolehan Card at a given time. Where the Subscriber only request for one (1) of the free ePerolehan Card (excluding the digital certificate), upon registration, the Subscriber shall be deemed to have waived his rights to the other free ePerolehan Card. However, where the Subscriber has renewed its registration with the Company, the Subscriber may request for its two (2) free ePerolehan Card upon registration provided that the validity period of the new ePerolehan Card shall only commence upon the expiry its existing ePerolehan Card.
- 4.2 Where the Subscriber wishes to obtain a digital certificate for an ePerolehan Card, the Subscriber agrees that it shall pay an additional charge prescribed by the Certification Authority for the digital certificate, which will be incorporated into the ePerolehan Card.
- 4.3 The Subscriber recognises that in order to facilitate the issuance of the ePerolehan Card, the Subscriber hereby authorises the Company to forward its information on the ePerolehan Users to the Certification Authority for personalisation of the ePerolehan Card. The Subscriber also agrees to forward the prescribed charges in advance to the Company, who shall then disburse the said charges to the Certification Authority.
- 4.4 The Subscriber shall procure that its ePerolehan User and/or Subscriber Administrator personally collects the ePerolehan Card from the Certification Authority upon being notified in writing by the Certification Authority of the time and place unless otherwise notified by the Company.
- 4.5 The Subscriber may request, subject to availability, additional ePerolehan Cards, without the digital certificate, from the Company at the fee prescribed in **Schedule 1**.
- 4.6 Notwithstanding anything to the contrary, the Subscriber acknowledges that the Certification Authority and the Company are not and shall not be construed as acting as principal and agent. The Subscriber further acknowledges that the Company shall not be liable for any loss or damage suffered by the Subscriber as a result of any act or omission of the Certification Authority.

5. Usage of the ePerolehan Card

- 5.1 The Service may only be accessed through the use of the ePerolehan Card by the ePerolehan Users unless otherwise specified in the instructions, guidelines, procedures and policies determined by the Company. Reception or usage of the Services by any other persons or means is absolutely prohibited including the use of unauthorised ePerolehan Card or any other smart cards.
- 5.2 The ePerolehan Card shall at all times remain the property of the Company. The Company grants each of the ePerolehan Users a personal and non-transferable right and licence to use the ePerolehan Card to access the Services.

- 5.3 The Subscriber shall procure and the ePerolehan User and Subscriber Administrator undertakes that they shall not permit any other person to use their ePerolehan Card which has been issued to them personally and shall not disclose their ePerolehan Card personal identification number.
- 5.4 Without prejudice to the Company's rights, the Subscriber Administrator may at any time add an ePerolehan User or suspend, reactivate or terminate the Services for an ePerolehan User provided the Company is first notified in writing of the same for the Company's information. Where the Subscriber Administrator has terminated the Service for an ePerolehan User, the Subscriber Administrator shall immediately notify the Certification Authority to terminate the ePerolehan Card of the said ePerolehan User. The Subscriber shall at all times be solely responsible for the suspension and termination of the Service for the ePerolehan User by the Subscriber Administrator.
- 5.5 The Subscriber shall abide and ensure that the ePerolehan Users and/or Subscriber Administrator abide at all times to the provisions on the use of Services and ePerolehan Card. In the event of a loss, theft, unauthorised use of the ePerolehan Card or breach in the provision on the use of the Services and ePerolehan Card, the Subscriber shall immediately notify the Company and the Certification Authority of the same.
- 5.6 The Subscriber is at all times fully liable and responsible for the loss, theft or use of the ePerolehan Card and for any charges incurred thereto including the use of the ePerolehan Card by any unauthorised persons or the use of a loss or stolen ePerolehan Card by a third party, with or without the Subscriber's knowledge. The Company shall not be liable for any loss or damage arising from the use or unauthorised use of the ePerolehan Card.
- 5.7 A defective ePerolehan Card will be replaced at no cost, if the Subscriber returns to the Certification Authority the ePerolehan Card within five (5) Business Days from the date of receipt of the same and the Subscriber:-
- notifies the Company and the Certification Authority of that fact; and
 - has proven to the Certification Authority's satisfaction that the defect was caused by the manufacturer.
- 6. Catalogue Items**
- 6.1 It shall be the Subscriber's sole responsibility to ensure that its Catalogue Items are in a digital format and to upload the Catalogue Items for display on ePerolehan. The Subscriber may only digitise and upload their Catalogue Items for display on ePerolehan either personally or by using any of the Content Service Providers, at their own risk, subject to such terms as the Content Service Provider may determine.
- 6.2 The Subscriber shall comply with all the guidelines, policies, procedures, standards and requirements pertaining to the digitisation and uploading of the Catalogue Items on ePerolehan determined by the Company from time to time to ensure the security and integrity of the Company's system.
- 6.3 Catalogue Items for Central Contracts which have been uploaded unto ePerolehan may not be modified.
- 6.4 The Subscriber irrevocably grants to the Company and the Content Service Provider the right to digitise, upload, disclose, display, store, post, transmit and all such other rights pertaining to or in connection with the Catalogue Item, the Content and such other information in relation thereto for the purposes of providing the Subscriber the Services.
- 6.5 Notwithstanding anything to the contrary, the Subscriber acknowledges that the Company and the Content Service Providers are not and shall not be construed as acting as principal and agent. The Subscriber further acknowledges that the Company shall not be liable for any loss or damage suffered by the Subscriber as a result of any act or omission of the Content Service Providers.
- 7. 3-D Catalogue Items**
- 7.1 The Subscriber may request in writing for three dimensional Catalogues to be displayed on ePerolehan upon such time, charge and conditions to be determined by the Company. The digitisation and the uploading of three dimensional Catalogue Items shall only be undertaken by the Company unless notified otherwise in writing.
- 7.2 Where the Subscriber requires three dimensional Catalogue Items, the Subscriber shall be responsible for shipping, transporting and/or delivering their products to and from the Company's premises at its own cost and expense for the purposes of capturing the said products to be uploaded and displayed on ePerolehan. Prior to transporting the Catalogue Items to the Company's premises, the Subscriber shall first agree on the necessary arrangements including the time and date of delivery.
- 7.3 The Subscriber acknowledges that its products may need to be warehoused in the Company's premises for such period and on such terms to be determined by the Company. The Subscriber shall insure its product up to its full value during the period in which the product is warehoused in the Company's premises. The Company shall not be liable for any loss or damage to the product warehoused in its premises for any reason whatsoever.
- 8. Payment Terms**
- 8.1 The Subscription Fees shall be payable upon the approval of the registration and subsequently, upon the renewal of the Subscriber's registration with the Company or the Ministry of Finance. The Subscription Fee shall only cover the provision of the Services subject to the terms herein. Access to the Services is prohibited until the Subscription Fee is paid.
- 8.2 Upon the issuance of an invoice by the Subscriber in relation to a purchase order, the Subscriber shall irrevocably grant therein its authorisation to the Government to pay the Company the Service Fee. The Subscriber acknowledges and agrees that the Service Fee shall be deducted by the Government from the total sum payable to the Subscriber under the said purchase order.
- 8.3 The Catalogue Fees shall be payable within ten (10) Business Days of the date of the invoice. The Subscriber's goods and/or services shall only be displayed through the Service if the Subscriber has paid the Catalogue Fees and complies with the terms, procedures, guidelines and instructions determined by the Company.
- 8.4 The Subscriber may purchase, subject to availability, additional Start-up Pack at the fee prescribed in **Schedule 1**.
- 8.5 Any payments shall be made to the Company in full either by way of cheque, postal order, money order, bank draft, credit card or direct credit to Commerce Dot Com Sdn Bhd's account. The Company shall invoice the Subscriber for the Fees and any other amounts payable and the Subscriber shall be responsible at all times for prompt payment.

Payment via direct credit to Commerce Dot Com Sdn Bhd's account can be made at any Malayan Banking Bhd's branches.

Please ensure the following is written on the deposit slip when making payment:-

- (a) the Ministry of Finance Registration number (357-XXXXXXX) is written clearly;
- (b) the amount is payable to Commerce Dot Com Sdn Bhd and the account number is 562142800978.

- 8.6 Any invoice issued by the Company shall be deemed to be accepted by the Subscriber if not disputed within five (5) Business Days from the date of the invoice. In the event there is a dispute as to the Fees and/or any other amounts payable, the Subscriber shall pay the total Fees and/or the other amounts payable (including the disputed amount) pending resolution of the dispute and shall submit evidence to the Company in relation to the said dispute.
- 8.7 In the event the disputed amount paid is higher than the actual amount payable, the Company shall credit the balance in the subsequent invoice. In the event that the disputed amount paid is lower than the actual amount payable, the Subscriber shall pay the balance within five (5) Business Days from the date of resolution of the dispute.
- 8.8 The Subscriber's payment shall include all applicable bank charges, commissions, withholding tax, statutory impost and service tax charges, where applicable. The Subscriber shall pay the Company all applicable bank charges, fees and handling charges for cheques made payable to the Company and returned unpaid by the bank.
- 8.9 For every thirty (30) days that the Subscriber's account is overdue, the Company reserves the right to charge the Subscriber interest on the outstanding sum at 2 percent per annum above the base lending rate of Maybank Bhd to account for administrative costs. The Company may set-off any amounts credited to the Subscriber against any amounts the Subscriber owes to the Company.

9. Reservation of Rights

- 9.1 The Company reserves the right to:-
- (a) add, delete, improve, upgrade, suspend or make alterations to the Services and a part thereof;
 - (b) review and revise the Fees or any other charges payable hereunder; and
 - (c) revise and amend the terms and conditions to this Agreement,
- and the Company will give the Subscriber reasonable notice of such revision. The Subscriber acknowledges the Company's reserved rights under this Agreement and agrees to observe and comply with such amendments on the date of notification.

10. Subscriber Information

- 10.1 The Subscriber authorises the Company to obtain from the Government, any regulatory bodies or other authority or any third parties such information relating to the Subscriber (including without limitation its transactions with any such persons whether in connection with any Central Contract, Direct Purchase, Quotation or Tender or otherwise) as it may deem fit for use in connection with the Services or ePerolehan.
- 10.2 The Subscriber grants the Company the right to disclose and to share any or all information obtained in relation to, or disclosed or divulged by the Subscriber, including the Content, with:-
- (a) the Company's corporate shareholders, related companies, its affiliates or any other companies to whom the Company may disclose for the purposes of its business and Services, including the provision of integrated services;
 - (b) third parties for the purpose of maintaining financial records or the Company's marketing operations and activities; and
 - (c) regulatory bodies or other authorities in compliance with any statutory or legal obligations or towards the detection and prevention of crime.

11. Assets and Intellectual Property Rights

- 11.1 The Subscriber agrees that all rights, title and interest to all assets and intellectual property forming part of or arising from the Services shall always remain with the Company. Unless otherwise stated, nothing herein shall confer on the Subscriber any rights, title or interest in those assets or intellectual property and the Subscriber shall not take any steps to assert any proprietary rights to the assets and intellectual property forming part of or arising from the Services.

12. Your Representations and Warranties

- 12.1 The Subscriber hereby represents and warrants to the Company that:-
- (a) the Subscriber has complied with the relevant laws and has the power or corporate authority to enter into this Agreement and perform its obligations herein;
 - (b) all consents, licences, approvals, authorisations, orders and exemptions of any ministry, agency, department or authority of Malaysia which are required for or in connection with the execution, delivery, performance, legality and enforceability of this Agreement has been obtained and are in full force and effect and to provide the Company with a copy of the same on request of the Company;
 - (c) all information provided and required to be provided by the Subscriber from time to time is true, valid and accurate and is not misleading or deceptive in any material respect;
 - (d) the Subscriber has the full right to disclose all information required to be provided by the Subscriber from time to time without breaching any duty of confidentiality or any written laws;
 - (e) the Subscriber undertakes at all times to exercise its own judgment and skill for transactions using the Services and the Subscriber shall be solely liable for all transactions, recommendations, quotations or comments made or actions taken;
 - (f) the Subscriber has not relied on any representation made by the Company which has not been stated expressly in this Agreement or upon any description or illustrations or specifications contained in any document including any catalogues or publicity material produced by the Company;
 - (g) the Subscriber will immediately notify the Company of any change in any or all information provided by the Subscriber, including but not limited to information or communication in connection with the Subscriber's charging details or bank account, as well as the discovery of theft, piracy or other unauthorised usage of the Services or any fraud against the Company; and
 - (h) the Subscriber will immediately notify the Company in the event the Subscriber is unable to perform its obligations for whatever reason and to do all things to mitigate its effect.
- 12.2 The obligation of the Subscriber shall be a continuing obligation and shall be repeated daily throughout the duration of this Agreement.

13. Suspension and Termination

- 13.1 The Company may, in its absolute discretion and without liability to the Subscriber, suspend or terminate the Subscriber's access to the Service (or any part thereof) at any time and from time to time for any reason whatsoever, including but not limited to the event where the Subscriber breaches any term of this Agreement; or where the Company's licence, consent or contract with the Government to provide the Service is terminated or suspended. The Company will give the Subscriber reasonable notice prior to any such suspension or termination. The issuance of a suspension notice by the Company shall not preclude the Company from issuing a termination notice for the same breach or default at a later date.
- 13.2 If the Subscriber is in breach of any of the term under this Agreement, the Company shall, without prejudice to any of its other rights and remedies, be entitled to claim from the Subscriber all damages, fees and cost (on a solicitor client basis) incurred in connection thereto.
- 13.3 The Subscriber may terminate the Agreement by giving one (1) month written notice.
- 13.4 In the event:-
(a) the Agreement is terminated under Clause 2.2;
(b) the Service is suspended or the Agreement is terminated under Clause 13.1; or
(c) the Service is terminated by the Subscriber under Clause 13.3,
the Subscriber shall remain liable to pay the full Fees and all other amounts payable, including all amounts due from the Subscriber during the suspension of the Service or up to the date of termination of the Agreement. The Subscriber shall not be entitled to a refund of the Subscription Fee or any parts thereof in the event of early termination of this Agreement for whatever reasons.
- 13.5 For reactivation of the Service, the Subscriber will be charged an administrative fee of RM 50. All amounts due to the Company must first be paid before the Service is reactivated.
- 14. Limitation of Liability**
- 14.1 The Company is not responsible nor liable to the Subscriber for any unauthorised or unlawful access to or alteration of the Subscriber's transmissions or data nor for any interruptions, suspension or termination of the Services for any reason whatsoever, whether or not it is within the Company's control, including but not limited to software viruses, sabotage, the failure on the part of the internet service provider, power failure, transponders, signaling processing and uplink equipment, ePerolehan Cards, acts of God, emergencies, military operations, civil disorder, industrial disputes, floods, lightning, thunderstorms, fire, acts or regulations by the Government (including the withdrawal of consents, permits or licences) or failure, termination or cessation of third parties providing services included in the Service and any other force majeure reasons.
- 14.2 The Company shall not be liable to the Subscriber or any third party authorised by or claiming through the Subscriber for any direct, indirect, incidental, special, consequential or exemplary damages howsoever arising including but not limited to damages for loss of profits, expectation loss, goodwill, use, data or other intangible losses (even if the Company has been advised of such damages), resulting from:-
(a) the use or inability to use the Service by the Subscriber, the Government or any other person authorised by the Subscriber;
(b) the provision or purported provision by or failure in provision of the Service;
(c) unauthorised or unlawful access to or alteration of your transmissions or data;
(d) statements or conduct of any third party on the Service;
(e) any other matter relating to the Service.
- 14.3 Without prejudice to the foregoing, in the event a court or an arbitrator holds or finds the Company liable to the Subscriber for any breach or default by the Company, the Subscriber agrees that the amount of damages payable by the Company to the Subscriber shall not at any time exceed the sum of RM9,600.00 notwithstanding any order, decree or judgment to the contrary.
- 15. Content**
- 15.1 The Subscriber is fully responsible for any and all Content which is displayed, uploaded or transmitted by the Company through the Service. The Company makes no warranty or representation whatsoever with respect to the accuracy, completeness, truthfulness, integrity and quality of such Content. The Company shall not be liable in any way for any Content, including but not limited to any errors or omission in any Content, or for any loss or damage of any kind incurred as a result of the use of the Content displayed, uploaded or transmitted through the Service.
- 15.2 The Company does not pre-screen nor review the Content but the Company has the right (but not the obligation) in their absolute discretion to refuse or remove any Content that is available through its Service. Further, the Company shall have the right to remove any Content that violates the terms of this Agreement or is otherwise objectionable. The Subscriber must evaluate and bear all risks associated with the use of any Content.
- 16. Indemnity**
- 16.1 The Subscriber shall indemnify and keep the Company indemnified from and against any demands, costs, charges, expenses and damages, claims or proceedings whatsoever in respect thereof arising from misrepresentation, defamation, invasion of privacy, infringement of any intellectual property rights, breach of confidence or privilege or breach of this Agreement or any law whatsoever arising from the Content transmitted, displayed, stored, received or uploaded through the Service and from all other claims arising out of any act or omission by the Subscriber, ePerolehan User and Subscriber Administrator's use or exploitation of the Service.
- 17. Confidentiality**
- 17.1 The Subscriber shall keep confidential all information, including those pertaining to the Services and ePerolehan, which it has received or obtained in the course of using the Service or in connection with this Agreement. Such confidential information shall not be used, copied, reproduced, distributed or disclosed by the Subscriber for any purpose except to its employees or agents on a need to know basis as necessary to perform this Agreement provided its employees and agents are subject to and maintains the confidentiality obligation under this Agreement.
- 18. Notices**
- 18.1 Any notice to be given by a party shall be in writing and sent to any of the addresses (including electronic mail address) of the other party as stipulated in the ePerolehan Declaration Form.

- 18.2 Any notice given pursuant to this Agreement shall be deemed to have been served if:-
 (a) hand delivered, upon delivery;
 (b) in the case of a facsimile or electronic mail, on production of a transmission report by the machine or computer from which the facsimile or electronic mail was sent which indicated that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the recipient;
 (c) in the case of a posted letter, on the third Business Day after posting; and
 (d) only in respect of the Company, in the case of posting on the Company's official website, on the date of posting.
- 19. Cost and Stamp Duty**
- 19.1 The stamp duty for this Agreement shall be borne by the Subscriber but each party shall bear its own legal fees.
- 20. Assignment**
- 20.1 The Subscriber shall not assign or transfer the whole or any part of its rights or obligations under this Agreement without the Company's prior written consent. The Company may assign or transfer the whole or part of the rights and obligations under this Agreement without the Subscriber's consent.
- 21. Successors Bound**
- 21.1 This Agreement shall be binding upon each of the parties and their respective successors in title and permitted assigns.
- 22. Waiver**
- 22.1 No failure or delay on the part of the Company in exercising any rights or remedies under this Agreement at any time or for any period of time nor any knowledge or acquiescence by the Company of, or in breach of any provision of this Agreement shall operate as or be deemed to be a waiver thereof nor shall a waiver by the Company of any breach constitute a continuing waiver in respect of any subsequent or continuing breach. A provision of or right or remedy under this Agreement may not be waived except in writing signed by the Company.
- 23. Time of the Essence**
- 23.1 Time wherever referred to in this Agreement shall be of the essence.
- 24. No Agency and No Partnership**
- 24.1 The Subscriber shall not hold itself out to be the Company's principal or agent for any purpose and under any circumstances. Nothing herein contained shall create or imply a partnership between the Subscriber and the Company.
- 25. Compliance with Applicable Laws**
- 25.1 This Agreement shall be governed by, and shall be construed in accordance with the laws of Malaysia and the Subscriber irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
- 26. English version shall prevail over the Bahasa Malaysia version**
- 26.1 If there is any inconsistency or conflict between the English version and the Bahasa Malaysia version of this Agreement, the English version of this Agreement shall prevail.

SCHEDULE 1

Table of Fees

| Items | Amount |
|----------------------------|--|
| Subscription Fee | RM450 for 3 years |
| Service Fee | (a) 0.8% imposed on every purchase order by the Government not exceeding RM1,200,000.00 only; or (b) a fixed rate of RM9,600.00 only, in the event the purchase order by the Government exceeds RM1,200,000.00. |
| Catalogue Fees | Central Contract Catalogue Items Free |
| | The Catalogue Fees referred to in this Table of Fees does not include three dimensional Catalogue Items. Such fees shall be determined by the Company at a later date. |
| Additional ePerolehan Card | RM 50 each (excluding the additional charge prescribed by the Certification Authority for the digital certificate.) |
| Additional Start-up Pack | RM 20 per copy |