

## TERMS AND CONDITON

### WHEREBY IT IS AGREED AS FOLLOWS:

The party engaged to perform the Services, **PARTY A** is the “Performing Party/Service Provider” and the party seeking the services is **PARTY B**. Both parties are collectively called the engaging “Party”.

#### 1. SCOPE OF SERVICES

**PARTY A** shall provide **PARTY B** with the pre- and post-employment/background screening services;

#### 2. ONLINE PORTAL SUBMISSION

- i. This service is offered as an online secured portal which is password protected.
- ii. **PARTY B** must appoint key personnel who shall be **PARTY B**'s Administrator to register with **PARTY A** to activate the registration.
- iii. There is no limitation on the quantity of registration allowed.
- iv. If the Administrator or any of the user account holder of **PARTY B** is no longer in charge or has resigned, the Administrator or a person of higher authority must instruct **PARTY A** to deactivate the account.
- v. **PARTY A** strictly prohibits sharing of user account and will not bear any responsibility over the negligence of **PARTY B** in not communicating the instruction accordingly.
- vi. It is mandatory for **PARTY B** to *upload the General Consent Form* of each candidate to be screened, containing the explicit consent from candidate to **PARTY B** for disclosing personal data to **PARTY A** along with the necessary particulars for education and employment screening.

#### 3. BREACH AND REMEDY

- i. This Agreement may be terminated by either Party forthwith in the event that a Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its assets or business, becomes subject to any legal proceedings relating to insolvency or protection of creditors' rights or otherwise cease to conduct business in the normal course.
- ii. At any time during the term of this Agreement at **PARTY B**'s written request or upon the termination of this Agreement for any reason, **PARTY A** shall securely dispose of all such copies of Venovox Reports, and certify in writing to **PARTY B** that the said has been disposed securely.

#### 4. USAGE TERM

- i. **PARTY B** is to purchase and provide/upload the payment slip accordingly to Venovox/portal before utilising the services.
- ii. Available credit indicated in the system is strictly the sum available for the services to be utilized.
- iii. **PARTY B** can purchase further top-up if more services is required on top of the available credit.
- iv. The last date of purchase will supersede the earlier purchase date.
- v. Services once sold, are non-refundable or exchangeable for cash.
- vi. Service Validity Period for the service shall commence on the date of the top-up and remains valid for one (1) year from the last date of purchase.
- vii. Applicable currency is in **MYR** or **USD** only. USD rate on the date of purchase is converted immediately in the system to MYR if MYR is the chosen currency of payment.
- viii. **PARTY B** shall pay Six Percent (8%) of Sales & Services Tax (SST) for each purchase of top-up in accordance with the prevailing legislation.

#### 5. LEGAL COMPLIANCE

- i. *Security*  
**PARTY A** have established and implemented administrative, technical and physical security safeguards that are reasonable and in compliance with applicable law.
- ii. *PDPA 2010 (Malaysia), PDPA 2012 (Singapore) & GDPR.*  
**PARTY A** shall comply with all laws, including the Malaysian Personal Data Protection Act of 2010 (PDPA), Singapore Personal Data Protection Act of 2012 and the European Union General Data Protection Regulation (GDPR).
- iii. *Anti-Bribery and Corruption*  
**PARTY A** represents and warrants that **PARTY A** are in and shall be in absolute compliance of all anti-bribery and anti-corruption laws and regulations of Malaysian Anti-Corruption Commission Act 2009. In event of breach or alleged or suspected breach of this warranty, without prejudicing any rights or remedies **PARTY B** may have under this Agreement or equity or law, retains the right to terminate this Agreement without any notice.

#### 6. PARTY A'S COVENANT

**PARTY A** represents, warrants and agrees to comply with all applicable laws, and agrees to safeguard and protect the personal information as per the applicable privacy law.

**7. PARTY B's COVENANT**

**PARTY B** shall use Venovox report solely for the **PARTY B's** exclusive use and pursuant to the candidate's authorization.

**8. RESALE AND DISTRIBUTION**

- i. Nothing in this certification is intended to allow **PARTY B** to use a Venovox Report for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party.
- ii. **PARTY B** will notify the **PARTY A** immediately of any unauthorised use or any other breach of security.

**9. INTELLECTUAL PROPERTY**

**PARTY A** hereby grants **PARTY B** an exclusive, world-wide, royalty free, fully paid up, non-transferable and revocable right to use **PARTY A's** pre-existing Intellectual Property and access to online portal named "VOSS 2.0" for **PARTY B's** internal business purposes.

**10. CONFIDENTIALITY**

The parties agree that each shall treat all information provided by a party to the other in the course of this business as confidential. In the event that any of the Parties is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, that Party will notify the affected Party promptly of the request or requirement so that the affected Party may seek an appropriate protective order.

**11. MUTUAL LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary set forth in these terms and conditions of the agreement, neither party will be held liable to the other party for indirect, special or consequential damages, whether or not the possibility of such damages has been disclosed to such party in advance or could have been reasonably foreseen by such party.

**12. NO PARTNERSHIP**

The relationship between the Parties shall not constitute a partnership.

**13. ASSIGNMENT**

No party may assign or transfer all or part of its rights and/or obligations.

**CLIENTS UNDERTAKING**

- I/We have read, understood and agree to abide by these Terms, including any changes thereto made by VENOVIX in its sole discretion, from time to time, relating to my Transaction with VENOVIX, which changes shall be as communicated and made available on VENOVIX's website.
- I/ We agree that the Terms form a valid contract between myself/ ourselves and VENOVIX, and that VENOVIX may, at its sole discretion, amend the Services relating to the Transaction and/ or the Terms, either wholly or partially, at any time in the manner stated above and without the requirement of any prior notice or consent.
- I/We hereby pledge that I/we have the required 'Consent' from the above candidates to have their personal data to be screened by Venovox Sdn Bhd. The candidates' rights under the Personal Data Protection Act 2012 are well-informed and consented, subject to revocation of consent.
- I/We hereby undertake to confirm that the candidates' have consented to VENOVIX Sdn Bhd to release the report to us as the Client who is assessing them for a suitable position.
- I/ We agree and understand that any and all information contained in the Reports has been collated by VENOVIX based on the information provided by its various members ("Members"). Consequently, VENOVIX shall not be responsible on the accuracy, completeness, and veracity of any and all such information as provided.
- I/ We also understand that the information is current and up to date to such extent as provided by the Members and is subject to changes and amendments made thereafter and that any information contained herein does not reflect the views of VENOVIX or its directors or employees. Also, VENOVIX shall incur no liability and shall not be required to indemnify me/ us for any loss, damages, claims or expenses incurred by me/ us for any incorrect reports provided due to incorrect information and/ or documents provided by me/ us or if for any technical reason, any incorrect report is provided otherwise.
- The charges for the Services shall be as stipulated by VENOVIX from time to time and I/we agree to pay the same. The charges for any Services may be amended by VENOVIX from time to time, subject to applicable laws and taxes.
- A request once made by me/ us shall not be cancelled and no charges relating to such order shall be refunded.