

Our Ref: IS/RMG/LD17/11

16 December 2011

Via Email

#### Bursa LINK Users

Dear Sir/Madam,

#### **BURSA LINK TERMS & CONDITIONS**

We wish to inform that, as a process of continuance enhancement of the Bursa LINK's services, we have reviewed the Bursa LINK Terms & Conditions (T&C) and have made some amendments, a copy of which is enclosed for your attention.

The purpose of Bursa LINK T&C is essentially to re-iterate to the subscribers (listed issuers, investment banks & external company secretaries), the proper usage of Bursa LINK, as well as the responsibility for the contents of information released via Bursa LINK.

# In this regard, please submit the original executed signed copy of the Bursa LINK T&C to us on or before 13 January 2012.

For further information and enquiries on the above, kindly contact the following persons:-

<ol><li>Roseliliwati Md Ghazali</li></ol>	: 03-20347006
(2) Faizatul Adlin Mohd Adnan	: 03-20347576
(3) Sharifah Norzana	: 03-20347130
(4) Saw Xiao Fung	: 03-20347238

Thank you.

Yøurs faithfully

INDER Head

Listing Division Regulation

Encl.

#### Bursa Malaysia Berhad 30632-P

15th Floor, Exchange Square Bukit Kewangan 50200 Kuala Lumpur, Malaysia Tel : 03-2034 7000, 03-2732 4999 (GL) Fax : 03-2026 3684 Website : www.bursamalaysia.com



# BURSA LINK SUBSCRIPTION

#### TERMS AND CONDITIONS

#### A. GENERAL

- 1. Bursa Listing Information Network ("Bursa LINK") is an infrastructure provided by Bursa Malaysia Securities Berhad ("Bursa Securities") that enables announcements and information to be submitted securely and efficiently by the listed issuers, investment banks/advisers and external secretarial firms to Bursa Securities for public dissemination.
- 2. A person to whom access to the Bursa LINK is granted by Bursa Securities ("Subscriber") will be issued with a user identification ("User ID") and a password ("Password").
- 3. By completing and returning to Bursa Securities the original 'Subscriber's Acknowledgement and Declaration' form attached with this 'Terms and Conditions' together with the required payment and supporting documents, the Subscriber and users duly authorised by the Subscriber ("authorised user(s)") are deemed to have
  - (a) read and understood this 'Terms and Conditions'; and
  - (b) understood and accepted the Listing Requirements of Bursa Securities, guidelines, policies and requirements, in relation to the dissemination or posting of materials and information vide the Bursa LINK,

and agreed to be bound by all the provisions in this 'Terms and Conditions' as may be amended from time to time.

#### B. SUBSCRIBER'S COVENANTS

- 4. The Subscriber undertakes and covenants with Bursa Securities as that the Subscriber shall -
  - (a) ensure that the User ID and Password will only be used by its authorised user(s) in accordance with this Terms and Conditions;
  - (b) only use the User ID and Password to access the requested Bursa LINK;
  - (c) keep the User ID and Password confidential and shall not disclose to anyone or use the User ID and Password to perform tasks not authorised by Bursa Securities;
  - (d) not share the User ID and/or Password;
  - (e) be liable for any misuse of its User ID and/or Password;
  - (f) ensure that Bursa LINK is only used for purposes of submitting or disseminating information in accordance with the Listing Requirements of Bursa Securities or any applicable laws, rules or guidelines;



- (g) not change any of the security controls set in relation to the application of the Bursa LINK and shall not in any circumstances modify any part of the same;
- (h) pay the fee imposed in relation to access granted to the Bursa LINK ("Fees") by the due date stated in Bursa Securities' invoice without the prior demand of Bursa Securities;
- comply with and give effect to this Terms and Conditions, all rules, guidelines, policies and requirements prescribed by Bursa Securities in relation to the Bursa LINK ("Requirements");
- (j) comply with and give effect to any amendment to the Requirements as may be made by Bursa Securities from time to time;
- (k) ensure that its authorised user(s) comply with and give effect to the Requirements and any amendment to the Requirements as may be made by Bursa Securities from time to time;
- (I) immediately inform Bursa Securities in the prescribed form when
  - (i) the Subscriber becomes aware of any unauthorised use or misuse of its User ID and/or Password; and
  - (ii) the authority of a user previously authorised by the Subscriber has been revoked; and
- (m) for a Subscriber who is not a listed issuer, only use the User ID and/or Password for such authorised purposes on behalf of the listed issuer which it represents when it is duly authorised to do so.
- 5. The Subscriber further agrees that the Fees are not refundable in whatsoever circumstances, including where its subscription to the Bursa LINK is suspended or terminated prior to the expiry of the subscription period.

## C. RESPONSIBILITY & LIABILITY – CONTENTS OF INFORMATION

- 6. The Subscriber acknowledges and agrees that
  - (a) The statement, information or document given by the Subscriber is released electronically on an "as is" basis without any representations or warranties by Bursa Securities;
  - (b) The Subscriber shall be solely responsible for the contents of the statement, information or document published, released, or disseminated vide the Bursa LINK and shall ensure that the contents of such statement, information or document are true, accurate and in compliance with the disclosure requirements prescribed under the Listing Requirements of Bursa Securities;



- (c) The statement, information or document given by the Subscriber to be published, released, or disseminated vide the Bursa LINK does not
  - (i) violate any national and/or international laws, or public policy; or
  - (ii) include any material or element which is threatening, harassing, defamatory or in any way a violation of intellectual property laws;
- (d) Bursa Securities shall not be responsible to check or verify the contents of the statement, information or document which Bursa Securities publishes, releases or disseminates for or on behalf of the Subscriber via Bursa LINK, including the accuracy, completeness or adequacy of such contents, and shall not be liable for any loss or damage howsoever arising as a result of publishing, releasing or disseminating the statement, information or document via Bursa LINK; and
- (e) Bursa Securities and its officers shall not in whatsoever manner, be liable to the Subscriber or any other persons claiming through or under the Subscriber, for any loss, damage, liability, cost or expense (including legal costs) suffered or incurred by the Subscriber, arising from or in connection with the provision, termination, suspension, or usage of the User ID, Password and/or the Bursa LINK, or in respect of anything done or omitted to be done in connection with the Bursa LINK including but not limited to actions or omissions by Bursa Securities in disseminating the statement, information or document provided by the Subscriber vide the Bursa LINK, and any malfunction in the application or operation of the Bursa LINK.

#### D. SUSPENSION & TERMINATION

- 7. Bursa Securities reserves the right to remove without notice to the Subscriber, any statement, information or document given by the Subscriber which it deems to be or likely to be in contravention of the laws or against public interest, or to suspend or terminate forthwith the use of the Bursa LINK by such a Subscriber.
- 8. Without prejudice to Clause 7 above, Bursa Securities has the right (but shall not have the obligation) to suspend and/or terminate usage of or access to the User ID, Password and/or the Bursa LINK forthwith (with or without prior notice to the Subscriber) in the following circumstances:
  - (a) upon the Subscriber's written request in the form prescribed by Bursa Securities;
  - (b) upon or in the event Bursa Securities in its sole opinion believes that there is or will be, a breach of any provision in this 'Terms and Conditions', including a breach of security controls of the Bursa LINK and/or non-payment of fees;
  - (c) upon the delisting of the Subscriber (for a Subscriber who is a listed issuer) from the official list of Bursa Securities; and



(d) where Bursa Securities in its sole discretion deems necessary in order to protect public interest.

### E. NOTICE

- 9. A notice, request, form, demand, document or written communication ("**Notice**") by Bursa Securities to the Subscriber under this 'Terms and Conditions' may be
  - (a) delivered personally or by registered post or courier to the Subscriber's registered office or last known address;
  - (b) faxed to the Subscriber's fax number; or
  - (c) e-mailed to the Subscriber's e-mail address,

as contained in the records of Bursa Securities.

- 10. A Notice is taken as given by Bursa Securities and received by the Subscriber
  - (a) if delivered by hand, on the day of delivery;
  - (b) if posted, on the 3<sup>rd</sup> day after posting;
  - (c) if sent by courier, on the 2<sup>nd</sup> day after despatch;
  - (d) if faxed, immediately; and
  - (e) if sent by e-mail, immediately upon sending.
- 11. A Notice by the Subscriber to Bursa Securities under this 'Terms and Conditions', unless otherwise specified/agreed by Bursa Securities
  - (a) must be in writing;
  - (b) must be signed either by the Subscriber's authorised officer or under the Subscriber's common seal; and
  - (c) may be delivered personally to Bursa Securities, or by registered post or courier to Bursa Securities' address, or faxed to Bursa Securities' fax number, or e-mailed to Bursa Securities' e-mail address, in accordance with Bursa Securities' contact details as contained in this 'Terms and Conditions' or as may be notified by Bursa Securities from time to time. If a Notice is given to Bursa Securities by fax or e-mail, the Subscriber must ensure that the original copy of the Notice is duly delivered to Bursa Securities within 5 working days from the date the Notice is given by fax or e-mail.
- 12. A Notice is taken as given by the Subscriber and received by Bursa Securities only when Bursa Securities actually receives it.



#### F. VARIATION/AMENDMENT OF TERMS

13. Bursa Securities may, at any time, amend or vary any of the provisions of the Requirements. Such amendments or variations will be posted on Bursa Securities' website.



SUBSCRIBER'S ACKNOWLEDGEMENT AND DECLARATION		
We) expressly confirm that we are agreeable to and hereby accept all the above terms and conditions and undertake to comply fully with the same.		
	System Requested : Bursa LINK	
Authorised Director's	Signature :	
Name	:	
NRIC No	:	
For and on behalf of		
Company Name	:	
Company No	:	
Designation	:	
Date / Time	:	
Note:		
	at the execution and acceptance of the terms and conditions stated above have been duly company and that the director signing for and on behalf of the company has the legal right, rer to do so.	
2. Please enclose the Fees as per the invoice enclosed (if applicable).		
3. Please change your password as soon as you receive your User ID and Password.		
Please send the ori address:	iginal completed form together with the Fees (if applicable), to the following	
	Bursa LINK Security Administrator Listing Division Bursa Malaysia Berhad 9th Floor Exchange Square Bukit Kewangan 50200 Kuala Lumpur FAX : 03-27323263 or 03-20263681	