

GENERAL

1. The terms and conditions of this Agreement are binding on all Subscribers and a Subscriber shall also be deemed to have contracted with all other Subscribers to be bound by the terms and conditions of this Agreement.
2. This Agreement, including the Schedules, contains the complete and exclusive understanding of the parties with respect to the subject matter hereof and becomes effective ("Effective Date"), when signed and returned (the receipt of which must have been acknowledged by DAGANG NET TECHNOLOGIES), to DAGANG NET TECHNOLOGIES by the Subscriber.
3. All prior representations whether made orally, in writing or electronically are hereby superseded. No waiver or amendment of any of the provisions hereof will be binding unless in writing and signed by a duly authorised representative of DAGANG NET TECHNOLOGIES. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.
4. The terms and conditions in this Agreement may be amended by DAGANG NET TECHNOLOGIES from time to time by prior notice to all the Subscribers.
5. If any part or parts of this Agreement are held to be invalid or unenforceable for any reason, the remaining parts of this Agreement shall continue to be valid and enforceable.

DEFINITIONS AND INTERPRETATION

6. In this Agreement, except where inconsistent with the subject or context:
 - (a) "DAGANG NET TECHNOLOGIES" means Dagang Net Technologies Sdn Bhd.
 - (b) "EDI Messages" means data structured in accordance with an agreed international standard in a computer readable format and transmitted by electronic, optical or wireless means through the Services provided by DAGANG NET TECHNOLOGIES' network or any services provided by any third party for the transmission, receipt and retrieval of Messages in connection with the Subscriber's trading activities.
 - (c) "Messages" means both EDI Messages and Other Messages.
 - (d) "Other Messages" means unstructured data electronically transmitted through the Services provided by DAGANG NET TECHNOLOGIES' network or any services provided by any third party for the transmission, receipt and retrieval of Messages in connection with the Subscriber's trading activities and shall include but not be limited to data received and transmitted through the bulletin board service, database access service, flat file transfers, wireless applications and other internet related services.
 - (e) "Services" means any or all, as the context requires, of the network services provided through DAGANG NET TECHNOLOGIES' network for the transmission, receipt and retrieval of Messages or any services provided by any third party for the transmission, receipt and retrieval of messages in connection with the Subscriber's trading activities and shall include additional services offered by DAGANG NET TECHNOLOGIES to the Subscriber from time to time.
 - (f) "Subscriber" means any sender/recipient/Member utilising the Services for the transmission, sending, receipt or retrieval of Messages.
 - (g) "Trade Data Log" means the log or audit trail recording at any given time, the transaction or transmission pertaining to the Subscriber's trading activities.
 - (h) "User ID/EDI Number" means a unique identification provided by DAGANG NET TECHNOLOGIES to the Subscriber or Member which enables the Subscriber or Member to access the Services.
 - (i) "Member" means any organisation who is a member and participates in a Community System.
 - (j) "Community System" means the network system established by DAGANG NET TECHNOLOGIES for any particular trading community on or through which any or all of the Subscribers transmit Messages in connection with their trading activities.

(k) "Equipment" means the computer equipment, components and parts of components, licensed programmes, EDI mailbox and hand held devices owned by the Subscriber for access, transmission, retrieval, storage and use of the Services.

7. In this Agreement:

- (a) Persons shall include any body of persons whether corporate, or unincorporate firm or partnership.
- (b) Words importing the masculine gender shall include the feminine and neuter genders.
- (c) Words importing the singular shall include the plural.
- (d) Headings are for convenience of reference only.

RULES AND REGULATIONS OF ELECTRONIC DATA INTERCHANGE

8. The Subscriber agrees that as a Member or otherwise, the Subscriber agrees to comply with the Rules and Regulations for Electronic Data Interchange as described in Schedule 1.

APPLICABLE CHARGES

9. The Subscriber shall pay all fees and charges to DAGANG NET TECHNOLOGIES' as set out in Schedule 2 annexed hereto. The fees and charges do not include applicable taxes, if any. The Subscriber shall be responsible for any applicable taxes, if any, and DAGANG NET TECHNOLOGIES shall include taxes at the prevailing rates.

DAGANG NET TECHNOLOGIES shall invoice the Subscriber for payment of Services provided and the Subscriber shall pay the full invoice amount within 14 days from the invoice date.

All payments shall be made payable by way of cheque, or other modes of payment as prescribed by DAGANG NET TECHNOLOGIES.

All payments of fees and charges for the Services shall be made in Ringgit Malaysia.

DAGANG NET TECHNOLOGIES reserves the right to review such fees and charges annually and to vary the same by giving 30 days notice to the Subscribers. The date of coming into force of the new fees and charges shall be the date stated in the notice.

The Subscriber's failure to pay DAGANG NET TECHNOLOGIES in accordance with the terms and conditions of this Agreement, shall entitle DAGANG NET TECHNOLOGIES without prejudice to its other rights and remedies under this Agreement to charge interest on a monthly basis from the original due date at the rate of 1.5% per month and/or to suspend the Services for a period of thirty (30) days or such extended period, pending the remedy of the default of payment by the Subscriber within fourteen (14) days of the notice of breach being given by DAGANG NET TECHNOLOGIES to the Subscriber.

SCOPE OF SERVICES

10. The Services provided by DAGANG NET TECHNOLOGIES may be modified, enhanced, substituted, suspended or removed by DAGANG NET TECHNOLOGIES by notice to Subscribers 30 days in advance of such modifications, enhancements, substitutions, suspensions or removals.

Any Services may be suspended by DAGANG NET TECHNOLOGIES at the request of the Subscriber for such a period of time as requested by the Subscriber and agreed by DAGANG NET TECHNOLOGIES.

The Subscriber may request a period of suspension of up to 6 months. Should the Subscriber agree to resume the Services, the Subscriber shall be subject to a reactivation or renewal fee as prescribed by DAGANG NET TECHNOLOGIES from time to time. The Subscriber is further not guaranteed the same EDI number.

11. The Services shall be made available on a 24 hours per day basis subject to non-availability for maintenance, power cuts, Equipment malfunction and force majeure. DAGANG NET TECHNOLOGIES shall endeavour to give reasonable notice to the Subscriber of any interruption to the availability of the Services.

MESSAGES AND STANDARDS

- All Messages shall be structured and transmitted in accordance with the protocols and standards as adopted by DAGANG NET TECHNOLOGIES from time to time and notified to the Subscriber.

SECURITY

- DAGANG NET TECHNOLOGIES shall take all appropriate steps and such procedural safeguards to ensure that as far as reasonably practicable, the part of the network under its control, is protected against unauthorised access at all times.
- Subscribers shall be responsible :
 - to ensure that Messages are secure and that there is no unauthorised access to or unauthorised use of the Equipment, i.e. the Equipment is solely for private use only.
 - to ensure the confidentiality of the Messages transmitted.

- A Subscriber who receives a Message protected by encryption shall use a similar level or standard of protection.

STORAGE OF TRADE DATA LOG

- DAGANG NET TECHNOLOGIES shall maintain a Trade Data Log of all Messages for a period of at least seven (7) years from the date of receipt by its computer systems of such messages.

LIABILITIES

- Subscribers who send Messages shall be liable for any loss arising from lack of completeness, sufficiency and/or accuracy of Messages or for unauthorised messages sent : EXCEPT where such lack of completeness, sufficiency or accuracy should in all the circumstances have been reasonably obvious to the recipient, in which event the recipient shall bear the burden of any loss arising thereof UNLESS the recipient immediately informs the sender of the lack of completeness, sufficiency and/or accuracy upon receipt or within a reasonable time, in which event the sender shall bear the burden of any loss arising thereof.
- Any liability of DAGANG NET TECHNOLOGIES for direct loss, cost, expense and damage suffered or incurred by the Subscriber for DAGANG NET TECHNOLOGIES' breach of or default in the performance of its obligations under this Agreement shall not exceed the sum of payments made to DAGANG NET TECHNOLOGIES for a period of three (3) months immediately preceding the date of breach or default.
- DAGANG NET TECHNOLOGIES shall not be liable to any Subscriber for any special, incidental or consequential damages whether arising in contract, tort or other principles of law or equity including loss of profit, loss of opportunity, loss of goodwill, loss of savings, third party claims of any nature even if DAGANG NET TECHNOLOGIES has been advised of the same by the Subscriber as a result of any delay, omission or error in the electronic transmission or receipt of any Messages or any fault of, or failure in providing the Services.
- The Subscriber shall indemnify DAGANG NET TECHNOLOGIES from any claims, suits, actions, liabilities, and costs of any kind resulting directly or indirectly from any acts or omissions by the Subscriber.
- Failure by DAGANG NET TECHNOLOGIES to demand performance of any terms herein shall not be deemed a waiver of any of DAGANG NET TECHNOLOGIES' rights under any provision of this Agreement and in particular, without limiting the generality of the foregoing, shall not be deemed a waiver of DAGANG NET TECHNOLOGIES' right to demand performance of any provision of this Agreement at any time and further shall not render DAGANG NET TECHNOLOGIES liable to the Subscriber for the default of any other Subscriber.

CONFIDENTIALITY AND USE OF DATA

- Save as provided herein DAGANG NET TECHNOLOGIES shall take all appropriate steps and such procedural safeguards reasonable to maintain the confidentiality of all Messages transmitted using the Services. DAGANG

NET TECHNOLOGIES shall be entitled to use data in any Message for the purposes of building up, updating, and providing its database access service or other value-added Service that it may introduce from time to time. DAGANG NET TECHNOLOGIES shall ensure that access to the information provided by such Services shall be limited only to information or data which are not prejudicial to the commercial interests of Subscribers. No warranty or representation is, however, given as to the accuracy, completeness or usefulness of any data and each Subscriber using such Services assumes sole responsibility for use of the same. DAGANG NET TECHNOLOGIES shall not use any data in any Message relating to electronic funds transfer or electronic payment services for the purpose of providing such Services.

AUDIT

- DAGANG NET TECHNOLOGIES shall cause to be undertaken a regular audit both by its own internal auditors and independent external auditors of its computer systems to ensure integrity and security.

TERMINATION OF SERVICES

- The subscription of any Subscriber to the Services may be terminated without cause or reason by that Subscriber or DAGANG NET TECHNOLOGIES by giving the other 30 days notice in writing.
- DAGANG NET TECHNOLOGIES reserves the right to cease immediately to provide the Services and to terminate any Subscriber's subscription forthwith if that Subscriber shall go into liquidation or commit an act of bankruptcy or a receiver or receiver and manager or official assignee is appointed over the assets of the Subscriber or the Subscriber fails to pay any amounts due and payable to DAGANG NET TECHNOLOGIES or any third party service provider for the transmission, receipt and retrieval of Messages or use of the Services within 30 days of the same becoming due and payable or fails to comply with the Rules and the terms of this Agreement.

DISPUTES

- Any disputes between DAGANG NET TECHNOLOGIES and a Subscriber in relation to the Services (save for any claim by DAGANG NET TECHNOLOGIES in respect of monies due from a Subscriber) shall be decided by arbitration in accordance with the UNCITRAL Rules and by a single arbitrator appointed by the Kuala Lumpur Regional Centre for Arbitration.

VARIATION BY SUBSCRIBERS TO SERVICES

- The parties agree that the provisions of any agreement between the Subscribers with regard to the use of the Services which are inconsistent with the stipulations, terms, conditions, provisions, clauses, covenants, agreements hereunder shall only be effective as between the Subscribers to such agreement and shall not be binding on DAGANG NET TECHNOLOGIES.

ASSIGNMENT

- The rights and obligations of the Subscriber to the provision of the Services by DAGANG NET TECHNOLOGIES shall not be transferred, assigned, rented, leased or licensed to any other person, body or entity without the prior written consent of DAGANG NET TECHNOLOGIES.

NOTICE

- Any notice which is required or permitted to be given by one party to the other may be given by hand delivery, by registered mail directed to the other party's address set forth in this Agreement or to such other address as may be substituted by notice to the other party, or by means of an electronic transmission (i.e. by facsimile or electronic-mail) followed by a hard copy within seven (7) days. Notices will be deemed effective on the same business day if delivered by hand or sent by electronic means and on the date of posting if sent by post.

GOVERNING LAW

- This Agreement is deemed to be an agreement made in Malaysia and shall be subject to, governed by and interpreted in accordance with the laws of Malaysia.

SCHEDULE 1 : RULES & REGULATIONS FOR ELECTRONIC DATA INTERCHANGE

All Services provided by DAGANG NET TECHNOLOGIES to its Subscribers are governed by the rules and regulations in this Schedule.

NETWORK SERVICES

- (a) Each Subscriber shall comply with the terms of agreement with DAGANG NET TECHNOLOGIES to ensure the continuity of Services provided.
- (b) Each Subscriber shall ensure the confidentiality of Messages and that the content of any transmission is not disclosed to any other party or Subscriber except as required by law or pursuant to a mutually agreed document.

ELECTRONIC AUTHENTICITY AND INTEGRITY OF MESSAGES

- (a) DAGANG NET TECHNOLOGIES shall provide each Subscriber with an EDI Number to be used when exchanging EDI transmissions.
- (b) All Messages must identify the sender and the recipient by the EDI Number attached to it, and, shall incorporate the necessary criteria verifying the commencement and the conclusion of the Message for the purpose of establishing the completeness of the data transmitted.
- (c) Subscribers may by separate arrangement between them incorporate a higher level of authentication procedure to verify the Message. The attachment of the sender's EDI Number to any Message sent by that sender is conclusive evidence of the authorship of that Message unless it can be demonstrated that a failure or failures in the Equipment, the network system or Subscribers system, or the mode of transmission has raised reasonable doubt as to the authorship of the Message.
- (d) Where there is evidence that a Message has been corrupted, the uncorrupted version of the Message shall be re-transmitted by the sender as soon as practicable.
- (e) A Subscriber shall notify DAGANG NET TECHNOLOGIES forthwith :
 - i. of the receipt of any Message not intended for that Subscriber;
 - ii. of the receipt of any Message which has been corrupted;
 - iii. of any technical failure or fault in the Services.

CONFIRMATION OF RECEIPT

- (a) A Subscriber sending an EDI Message may request that the recipient confirms receipt of that message. If confirmation of receipt is requested, the recipient is not authorised to act upon the transmission until the sender has sent this confirmation.
- (b) If such confirmation is NOT received within reasonable time, the sender shall take action to obtain it. If, despite such action, confirmation is still not received within a further period of reasonable time, the sender should advise the recipient accordingly. In this event, the sender shall assume that the original transmission has not been received.
- (c) Where no such confirmation of receipt is requested, an EDI transmission which is exchanged between Members and Subscribers shall be deemed to have been received at such time DAGANG NET TECHNOLOGIES' network delivers the said EDI Message to that Subscriber's or Member's electronic mailbox. If an EDI Message is delivered to the recipient at any time other than the recipient's business day, the EDI transmission shall be deemed to have been received at the start of the first business day of the recipient following the delivery of the said EDI transmission.

WRONGLY DELIVERED TRANSMISSIONS

If the recipient of any EDI transmission has reason to believe that the said transmission is not intended for him, the recipient shall inform the sender before deleting the information contained in such a transmission.

STORAGE OF DATA

- (a) Each Subscriber shall maintain a complete log of all data sent and received and the information contained in such log shall not be modified in any manner whatsoever.

- (b) Each Subscriber shall maintain a Trade Data Log and all transmissions therein shall be stored for at least seven (7) years from the date a particular transmission is first received or transmitted by that Subscriber. DAGANG NET TECHNOLOGIES shall likewise maintain a Trade Data Log of transmissions received by it for a period of at least seven (7) years.

- (c) The transmissions on a Trade Data Log shall be stored on computer media or other means such that the transmissions can be readily retrieved and presented in readable form.

- (d) Subscribers agree that in the event of any dispute arising between them, hard copy/paper print-out of the Trade Data Log shall be admissible as evidence of the transaction contained therein. In the event it is alleged between any two or more Subscribers that there is a discrepancy or error in the details of any transaction stored in the Trade Data Log of any Subscriber, the records, if any, stored by DAGANG NET TECHNOLOGIES of such Message shall, in the absence of manifest error, be accepted as final and binding. Subscribers further agree that for the purpose of verification, DAGANG NET TECHNOLOGIES' hard copy/paper printout of the same produced together with a certificate from a duly authorised officer of DAGANG NET TECHNOLOGIES certifying the same as records stored by DAGANG NET TECHNOLOGIES, shall be final and binding. In no circumstances shall DAGANG NET TECHNOLOGIES be liable to any Subscriber as a consequence of producing such records or for the failure in producing the same.

- (e) Each Subscriber shall ensure that there is at all times a person assigned to, and responsible for, the Equipment of the Subscriber who shall be able to certify that the Trade Data Log and any reproduction therefrom is correct.

SECURITY RESPONSIBILITIES

Each Subscriber is responsible for the confidentiality of the password, user identification number or other security device assigned by DAGANG NET TECHNOLOGIES to that Subscriber. Each Subscriber shall ensure that only duly authorised persons shall use such password, user identification number or other security device.

DAGANG NET TECHNOLOGIES hereby disclaims all responsibility and liability for the acts or omissions of the Subscriber in this area.

RECOVERY PROCEDURES FOLLOWING OPERATIONAL FAILURE

If an operational or technical failure occurs, each Subscriber agrees to invoke the following recovery procedure:

- (a) In the context of day-to-day operational recovery, to repair, or replace, any defective component and/or to recover "lost" data within a reasonable time.
- (b) In the context of recovery, to invoke DAGANG NET TECHNOLOGIES' contingency procedure as advised by DAGANG NET TECHNOLOGIES to the Subscribers and to take reasonable steps to mitigate all losses by preventing undue disruption of business or trade caused by the failure of exercising or undertaking action to limit damages and loss mitigation by the Subscribers.

COMMUNITY TRADING RULES AND PROCEDURES

Members may from time to time define their own set of rules and procedures in relation to using DAGANG NET TECHNOLOGIES' services in connection with their trading activities, PROVIDED ALWAYS THAT such rules and procedures are subject to and not inconsistent with the provisions of these Rules and Regulations. Where there is any conflict between the community rules and procedures and the Rules and Regulations, the provisions of these Rules and Regulations shall prevail to the extent of any inconsistency unless such inconsistency is sanctioned by DAGANG NET TECHNOLOGIES.