

Subscription For CTOS Compre Report**COST OF REPORT: RM207** (excluding SST)**1. Parties to This Agreement**

This Agreement is made between **CTOS Data Systems Sdn Bhd (247651-H)**, a credit reporting agency, (hereinafter referred to as "**CTOS (CRA)**"), incorporated under the Companies Act 1965 and having a business address at Level 9, Menara CelcomDigi, No 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor, and the **Subscriber**, whose particulars are as stated below.

2. Purpose of This Agreement

The Subscriber wants to engage CTOS' services to provide a Credit Report known as CTOS Compre Report of the data subject whose particulars are in paragraph 3 below.

3. Particulars of Data Subject

Name:	
Company Registration Number:	

4. Particulars of Subscriber

Constitution (Please select) Note: Individuals are not eligible to subscribe to the service	Company	Business	Society
	Statutory Body	Co-operative	Foreign Entities
	Management Corporation / Joint Management Board	Others (Please specify):	
Name	Registration Number		
SST Registration Number	Tax Identification Number (TIN)		
Address			
Postcode	Area		
State	Country		
Telephone	Fax		
Email (e-Invoice will be sent to this email)	Tax Exemption Certificate Number		
Declaration on CRA Act (2nd Schedule – Credit Providers)	I/We hereby to declare and confirm that I/we are a credit provider as listed under the 2 nd Schedule of the Credit Reporting Agency (CRA) Act (as appearing in Appendix A herein).		
	I/We hereby to declare and confirm that I/we are NOT a credit provider as listed under the 2 nd Schedule of the Credit Reporting Agency (CRA) Act (as appearing in Appendix A herein).		

For and on behalf of
CTOS Data Systems Sdn Bhd (247651-H)

I/We understand and agree to the terms and conditions of this Agreement

Name:
NRIC
Designation:
Company stamp:

Dated this _____ Day of _____, 20_____

Terms and Conditions of Agreement

1. The Subscriber hereby warrants it shall use the services for legitimate purposes only and have a legitimate interest to do so.
2. The Subscriber shall procure the consent of the data subject (hereinafter referred to as "Subject" (i) by instructing and directing the Subject to provide its consent to CTOS (CRA) or other relevant person to whom such consent is to be provided, or (ii) by procuring such consent of the Subject in favour of CTOS (CRA) or other relevant person and then delivering such consent to CTOS (CRA) or the relevant person. The consent shall be in the manner as provided in the Consent Form attached to this Agreement.
3. Upon obtaining and/or procuring the consent from the Subject(s), the Subscriber hereby authorizes CTOS (CRA) to retrieve the Credit Report on the Subject(s) on behalf of the Subscriber.
4. Notwithstanding the Subject's consent being given and received by CTOS (CRA), the Subscriber hereby agrees that CTOS (CRA) still reserves the right to withhold or not provide any report requested by the Subscriber without giving any reason/s.
5. Where the Subscriber collects credit information directly or indirectly from a Subject who maybe an individual, a corporation, a business, a society, a statutory body, etc. for disclosure to and access by CTOS (CRA) and its subscribers, the Subscribers shall inform these Subjects of the purposes for which the subscriber is collecting the credit information and the purposes for which the credit information will be further processed.
6. The Subscriber shall not disclose credit information to CTOS (CRA) without taking such steps as are, in the circumstances, reasonable to ensure that the credit information is accurate, up-to-date, complete, relevant and not misleading.
7. The Subscriber shall as soon as reasonably practicable, update any credit information previously disclosed to CTOS (CRA) and ensure that the credit information remains accurate, up-to-date, complete, relevant, and not misleading.
8. The Subscriber undertakes that it shall take all necessary steps to maintain the utmost security and confidentiality of credit information obtained or communicated, documents prepared and records kept, whether obtained from the credit reporting agency or otherwise, and any other matter undertaken in connection with this Agreement, whether before the effective date of the Agreement or after the expiry or termination of this Agreement.
9. The Subscriber undertakes that it shall take such steps that are necessary to ensure that its employees, agents or any other person that may have access to the confidential credit information do not disclose or use the same other than in accordance with the Agreement.
10. The Subscriber shall promptly cooperate with CTOS (CRA) in its efforts to investigate and resolve complaints and correction requests of credit information.
11. The Subscriber shall in order to safeguard the credit information held by it against unauthorized or improper access, use, modification or disclosure take appropriate measures, including the following:
 - (a) To develop written policies and procedures to be followed by its employees, agents and contractors;
 - (b) To establish controls, including:
 - i. The use of passwords, credential tokens, digital signatures or other mechanisms; and
 - ii. User identification;
 - (c) To provide information and training to ensure compliance with the policies, procedures and controls;
 - (d) To monitor usage and regularly check compliance with the policies, procedures and controls;
 - (e) To take appropriate action in relation to identified breaches of the policies, procedures and controls; and
 - (f) To maintain logs of all accesses, amendments and audit trails to the credit information provided to it by the credit reporting agency.
12. CTOS (CRA) has made every effort to ensure the accuracy and correctness of the contents, information or data. CTOS (CRA) does not in any way express or convey, implicitly or explicitly, any opinion or advice nor does CTOS (CRA) warrant the timeliness, conclusiveness, truth, accuracy, completeness and correctness of the Credit Report and/or of any information provided.
13. The Subscriber is required to make its own independent investigation and/or verification on the truthfulness, correctness or accuracy of the contents, information or data contained in the Credit Report by checking with the relevant parties concerned including the Subject concerned. CTOS (CRA) shall not be liable for any loss or damage suffered or incurred by the Subscriber as a result of the Subscriber relying on the Services.
14. The Subscriber shall pay in full for the Credit Report purchase inclusive of local taxes (if applicable) and payment must be cleared to receive delivery of the Credit Report. Payments are to be made to CTOS Data Systems Sdn Bhd's account (CIMB Bank Current Account Number: 8001093738)
15. The Subscriber hereby agrees and warrants that it shall use the Credit Report for its internal business use only. The Subscriber further warrants that it shall not conduct searches on behalf of any other third party.
16. The Subscriber shall not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose, any portion of the Credit Report.
17. CTOS (CRA) reserves the right to alter, amend, add to or abrogate any provisions of this Agreement or the Consent Form.
18. The Subscriber acknowledges the information provided has been compiled from third parties and does not represent the opinion of CTOS (CRA) on the Subject(s). The Subscriber undertakes to fully and effectively indemnify CTOS(CRA) and keep CTOS(CRA) indemnified at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses incurred or suffered arising from the use of the Credit Report, in whole or in part by the Subscriber.
19. This Agreement shall be governed by the laws of Malaysia. If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.

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APPENDIX A

ACT 710 CREDIT REPORTING AGENCIES ACT 2010

SECOND SCHEDULE

[Section 2]

CREDIT PROVIDERS

1. Institutions licensed under the Islamic Banking Act 1983 [Act 276]¹, the Banking and Financial Institutions Act 1989 [Act 372]² or the Insurance Act 1996 [Act 553]²;
2. Any person carrying on a scheduled business as defined in subsection 2(1) of the Banking and Financial Institutions Act 1989²;
3. Institutions prescribed under the Development Financial Institutions Act 2002 [Act 618];
4. Takaful operators registered under the Takaful Act 1984 [Act 312]¹;
5. Issuers of designated payment instruments approved under the Payment Systems Act 2003 [Act 627]²;
6. Moneylenders licensed under the Moneylenders Act 1951 [Act 400];
7. Pawnbrokers licensed under the Pawnbrokers Act 1972 [Act 81];
8. Fishermen's Associations registered under the Fishermen's Associations Act 1971 [Act 44];
9. Co-operative societies registered under the Co-operative Societies Act 1993 [Act 502].

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¹ Repealed and replaced by the Islamic Financial Services Act 2013 [Act 759]

² Repealed and replaced by the Financial Services Act 2013 [Act 758]

Date:**To:****(Place Subscriber's Name and Address Chop)**

Dear Sir,

RE: Consent Authorisation

Pursuant to the Credit Reporting Agencies (CRA) Act and Central Bank of Malaysia Act, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company and personal data.

By this consent, I/We understand and agree that:

i) You may conduct credit/trade check, including but not limited to checking with Bank Negara Malaysia's Central Credit Reference Information System (CCRIS) checks on us for any one or more of the following purposes:

- | | |
|---|--|
| <input type="checkbox"/> Opening of account | <input type="checkbox"/> Credit/Account monitoring |
| <input type="checkbox"/> Debt recovery | <input type="checkbox"/> Credit/Account evaluation |
| <input type="checkbox"/> Credit/Account review | |
| <input type="checkbox"/> Legal documentation consequent to a contract or facility granted by you. | |

ii) Apart from the above, the Parties undersigned do give our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.

iii) This consent is given by the following Subject(s):

No ¹	Name of Subject as per IC	NRIC	Signature	Company Stamp ²
1				
2				
3				
4				
5				

¹Applicable if Subject is a company or business.

²Please attach additional pages if additional lines are required

Signed By

Company stamp:

Name:

NRIC Number:

Designation: