(1217422k)

CSS Strata Management Sdn Bhd

Unit C-3A-5, Level 4, Block C, Viva Home (UE3), 85 Jalan Loke Yew, Taman Miharja, 55200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur
Tel: (03) 9200 4096 | Fax: (03) 9200 4249 | Company No: 1217422-K

SYSTEM SERVICE SUBSCRIPTION APPLICATION FORM

SCHEDULE A (PLEASE TICK OR FILL IN WHERE APPLICABLE)

FIRST SECTION – PARTICULARS	PARTICULARS
(i) Date of this Application	Day: _____ Month: _____ Year: _____
(ii) Subscription Status / Adoption Date	[ ] New Subscription [ ] Existing Subscriber Adoption Adoption Date (if applicable): ____ / ____ / _____

SECOND SECTION – SERVICE PROVIDER	PARTICULARS
(i) Name	CSS STRATA MANAGEMENT SDN BHD (Company Registration No.: 1217422-K)
(ii) Address	Unit C-3A-5, Level 4, Block C, Viva Home (UE3), 85 Jalan Loke Yew, Taman Miharja, 55200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur
(iii) Service Provider's Server	The web and data server environment used to provide the CSS Software System via the internet.

THIRD SECTION – PROPERTY / SUBSCRIPTION	PARTICULARS
(i) Property Name	_____
(ii) Management Entity	[ ] Developer [ ] JMB [ ] MC [ ] Others: _____
(iii) Management Entity Name	_____
(iv) Management Office Address	_____
(v) JMB / MC Registration No.	_____
(vi) Maintenance Fund Account	_____
(vii) SST Registration No. (if any)	_____
(viii) Estimated Monthly Maintenance Charges	_____
(ix) Monthly Subscription Fees	RM _____ (exclusive of applicable SST) Standard additional charges are set out in the completed Schedule and explained in Clause 6.
(x) Commencement Date	Day: _____ Month: _____ Year: _____

FOURTH SECTION – MANAGING AGENT	PARTICULARS
(i) Managing Agent Name (if applicable)	_____
(ii) Managing Agent Address (if applicable)	_____

FIFTH SECTION – AUTHORISED REPRESENTATIVE	PARTICULARS
(i) Owner of Subscription Account	[ ] Management Entity [ ] Managing Agent

FIFTH SECTION – AUTHORISED REPRESENTATIVE	PARTICULARS
(ii) Representative	Name: _____ IC No.: _____ Office Tel.: _____ Mobile: _____ Billing Email: _____ Authorised Email: _____

DECLARATION & ACKNOWLEDGEMENT

I declare that I wish to subscribe for the services provided by CSS Strata Management Sdn Bhd and that the information above is true and correct. I have read, understood and agree to be bound by the attached Terms and Conditions and completed Schedule. I acknowledge CSS's Personal Data Protection Notice, and I acknowledge and accept the data retention periods set out in Clause 25 of the Terms and Conditions and agree that CSS may delete, purge, overwrite or anonymise Customer Data upon the expiry of those periods. For an Existing Subscriber Adoption, this Agreement applies prospectively from the Adoption Date and does not by itself release, reopen or waive accrued rights, settled matters, prior invoices, payments or ownership records. I acknowledge that this Agreement does not include Go Guard, which is available only under a separate Go Guard agreement.

I confirm that I have been advised to seek independent legal and professional advice before signing this Application Form and the attached Terms and Conditions.

Marketing communications (optional): [ ] I consent to receive promotional, sales and marketing communications from CSS. Consent may be withdrawn at any time by following the unsubscribe procedure in the communication or by written notice to sales@cssstrata.com. Withdrawal does not affect the provision of the Products and Services.

SUBSCRIBER'S REPRESENTATIVE	PARTICULARS
Signature & Official Stamp:	Date: ____ / ____ / _____
Name: _____	IC No.: _____
Designation: _____	OFFICE USE – Sales: _____ Promo: _____

CSS SYSTEM SERVICE SUBSCRIPTION TERMS

Terms and Conditions for the Subscription, Access and Use of CSS Products and Services

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THE SYSTEM SERVICE SUBSCRIPTION APPLICATION FORM OR USING THE PRODUCTS AND SERVICES. BY SIGNING THE APPLICATION FORM, THE SERVICE SUBSCRIBER ACKNOWLEDGES, ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

THE SERVICE SUBSCRIBER IS ADVISED TO SEEK INDEPENDENT LEGAL AND PROFESSIONAL ADVICE IN UNDERSTANDING AND EVALUATING WHETHER TO ACCEPT THESE TERMS AND CONDITIONS.

The person or entity identified in Schedule A (the "Service Subscriber") wishes to subscribe for the Products and Services supplied by CSS Strata Management Sdn Bhd ("CSS"). Schedule A, these Terms and Conditions and the completed product Schedule form the Agreement.

Go Guard is not part of this Agreement. Go Guard is a standalone service governed exclusively by its own agreement, as provided in Clause 4.5.

1. THE PRODUCTS AND SERVICES

1.1 The Service Subscriber acknowledges that the Products and Services are offered on a package basis comprising all or some of the products and services selected in the completed Schedule. Only selected standard products, modules, account limits and services form part of the subscription.

1.2 The subscription is purchased solely for the selected standard functionality generally available from CSS and is not contingent on the delivery of any future feature, enhancement, upgrade, integration, report, workflow, roadmap item or statement about future functionality.

1.3 A request, suggestion or feedback from the Service Subscriber does not create any obligation, delivery date, exclusive right, warranty or commitment by CSS. CSS management alone may decide whether to evaluate or adopt any request as a future enhancement or upgrade for CSS's generally available products. CSS may modify, prioritise, delay, decline or stop considering a request without liability. If CSS releases an enhancement or upgrade, CSS determines its general availability, scope, pricing and applicable terms.

1.4 A proposal, demonstration, product roadmap, support ticket, message, discussion, handwritten note or operational sign-off does not add any custom development, bespoke report, non-standard integration, dedicated onsite personnel, special service level or customer-specific workflow to the Agreement. The subscription is limited to the selected standard functionality and the standard chargeable items expressly stated in Clause 6. CSS has no obligation to accept or provide any customer-specific addition.

2. DEFINITIONS

"Agreement" means Schedule A, these Terms and Conditions, the completed Schedule and each Product Schedule accepted by CSS and the Service Subscriber. The Agreement does not include, and is separate from, a Go Guard Agreement;

"Applicable Data Protection Laws" means the Personal Data Protection Act 2010, including its amendments, subsidiary legislation, binding standards, circulars and other applicable Malaysian data-protection requirements;

"Authorised User" means any person to whom the Service Subscriber grants, permits or procures access to the Products and Services or to Customer Data, whether directly or through a User ID, including its committee members, council members, office bearers, employees, managing agents, contractors, consultants, service providers and their respective personnel, whether current or former;

"Commencement Date" means the effective date stated in Schedule A;

"Customer Data" means information, records and personal data submitted to or processed through the Products and Services for the Service Subscriber, excluding CSS's software, system metadata, aggregated or anonymised information and intellectual property;

"Go Guard" means CSS's standalone visitor registration and management service of that name, together with its related equipment, which is not part of the Products and Services under this Agreement;

"Go Guard Agreement" means the Go Guard Standard Subscription Agreement or the Go Guard 60-Day Site Experience Enrollment Agreement, as separately executed between CSS and the Service Subscriber, each of which is a separate and standalone agreement and is not a Product Schedule;

"Licence Terms and Conditions of Use" means the terms and conditions imposed by any service provider or relevant authority in respect of any of the Products and Services and applying to the Service Subscriber's right to use the relevant Products and Services, as notified by CSS or as published by that service provider or authority from time to time;

"Live System" means CSS's production environment for the Products and Services, and does not include backup, archival or disaster-recovery media;

"Personal Data Breach" has the meaning given by Applicable Data Protection Laws;

"Product Schedule" means a product schedule, module subscription form, application form, activation document or similar document for an additional CSS product or module accepted by CSS and the Service Subscriber in accordance with Clause 4.4. A Go Guard Agreement is not a Product Schedule and does not form part of this Agreement;

"Products and Services" means the selected standard products and services provided by CSS and/or a relevant service provider as described in the completed Schedule, and does not include Go Guard;

"Service Subscriber" means the individual, body corporate, company, partnership, firm, association, government or non-government organisation accepted by CSS and identified in Schedule A, including its heirs, personal representatives, permitted successors and assigns;

"Site" or "property Site" means the property development or managed site identified in Schedule A;

"Subscription Fees" means the recurring charges stated in Schedule A for the selected Products and Services;

"Subprocessor" means a third party appointed by CSS to process personal data for the provision, hosting, security, support, communications, payment or maintenance of the selected Products and Services;

"System Service Subscription Application Form" means Schedule A to which these Terms and Conditions are attached; and

"User ID" means a unique identifier used to access a CSS website, system or mobile application.

3. INTERPRETATION

3.1 In this Agreement, unless the contrary intention appears:

a) a document includes its lawful amendments and supplements;

b) a reference to a law includes any subsidiary legislation made under it and any amendment, consolidation, re-enactment or replacement of that law;

c) a reference to a person includes an individual, firm, body corporate, unincorporated association or authority and its heirs, personal representatives, permitted successors and assigns;

d) the singular includes the plural and vice versa, and words denoting any gender include all genders;

e) "including" and similar expressions are illustrative and do not limit the general words preceding them;

f) "writing" includes email and other comparable electronic communications capable of being retained;

g) a reference to a day, week, month or year is a reference to that period according to the Gregorian calendar;

h) if a payment falls due on a non-business day, it is due on the next business day;

i) headings are for convenience and do not affect interpretation; and

j) a duty to use reasonable efforts, reasonable measures or act as soon as practicable is not an absolute guarantee of a result.

3.2 If there is an inconsistency, Schedule A and the completed Schedule control only the identity of the Service Subscriber and property Site, the Commencement or Adoption Date, selected standard Products and Services, User ID quantity, Subscription Fees and billing particulars. A Product Schedule controls only the module-specific scope, functions, equipment, fees, access levels, masking, retention, export and deletion requirements expressly stated in it. These Terms and Conditions control all other legal, operational, service-scope, security, liability and risk matters and prevail over a Product Schedule to the extent of any inconsistency. A Product Schedule varies these Terms and Conditions only if it expressly identifies the clause varied and is signed by an authorised representative of each party, and no Product Schedule may create any custom development, service level, CSS indemnity or uncapped CSS liability.

3.3 A Go Guard Agreement is not a Product Schedule and is not governed by this Clause 3.2. Where the Service Subscriber has separately executed a Go Guard Agreement, this Agreement and that Go Guard Agreement are separate and independent agreements and neither replaces or overrides the other as a whole. If an inconsistency relates specifically to the Go Guard service, the applicable Go Guard Agreement prevails, but only in respect of the Go Guard service. This Agreement continues to govern the other Products and Services covered by it in all respects.

4. SUBSCRIPTION OF THE PRODUCTS AND SERVICES

4.1 CSS agrees to provide and the Service Subscriber agrees to subscribe to the Products and Services in accordance with the Agreement. The Agreement shall be effective from the Commencement Date and shall be continuous unless terminated in accordance with the Agreement.

4.2 CSS permits ten (10) User IDs for the Service Subscriber to log on to the website and mobile applications provided by CSS for the use of the Products and Services. Each additional User ID requested by the Service Subscriber shall incur a surcharge of Ringgit Malaysia Fifteen (RM15.00) per month.

4.3 The Service Subscriber receives a limited, non-exclusive, non-transferable right to use the selected Products and Services for the identified property site and authorised users during the subscription. No ownership of CSS software, source code, database structure or other intellectual property is transferred.

4.4 Additional products and modules

a) This Agreement operates as the master agreement for the Products and Services and for each additional CSS product or module subsequently subscribed to by the Service Subscriber, other than Go Guard.

b) Each additional CSS product or module requires its own Product Schedule stating its specific functions, fees, equipment, access levels, masking, retention, export and deletion requirements and any other module-specific operational requirements. No additional product or module forms part of the subscription until the applicable Product Schedule is accepted by CSS and the Service Subscriber.

c) Upon acceptance, each Product Schedule forms part of this Agreement and these Terms and Conditions apply to it, including the provisions concerning Authorised Users, confidentiality, cybersecurity, data protection, suspension, termination, disclaimer, limitation of liability and indemnity, without the need for those provisions to be repeated in the Product Schedule.

d) Termination of a Product Schedule does not of itself terminate this Agreement or any other Product Schedule. Termination of this Agreement terminates every Product Schedule then in force, but does not terminate a Go Guard Agreement.

e) This Clause 4.4 does not apply to Go Guard. Go Guard is not offered under a Product Schedule and cannot be added to this Agreement.

4.5 Go Guard is a separate standalone service

a) Go Guard is a standalone service and is not included in, and is not automatically provided under, this Agreement. Subscription to the Products and Services does not entitle the Service Subscriber to Go Guard.

b) A Service Subscriber who wishes to subscribe to Go Guard, whether at the outset or at any time afterwards, must separately execute the applicable Go Guard Agreement. Go Guard is provided only from the effective date stated in that Go Guard Agreement.

c) Where the Service Subscriber has executed both this Agreement and a Go Guard Agreement, each agreement independently governs its own service. Neither agreement replaces or overrides the other as a whole, and the interpretation rule in Clause 3.3 applies.

d) Termination or expiry of a Go Guard Agreement does not terminate this Agreement, and termination or expiry of this Agreement does not terminate a Go Guard Agreement. Each is terminated only in accordance with its own terms.

e) A reference in this Agreement to a proposal, demonstration, quotation or price list mentioning Go Guard is for information only and does not include Go Guard in the Subscription Fees or in this Agreement.

4.6 The Service Subscriber acknowledges and agrees that the Subscription Fees for any additional server, instance, property code or department code required as a result of a future amalgamation, reconstruction, subdivision or other change to the Service Subscriber's constitution or property Site, and which is not covered by these Terms and Conditions, Schedule A or a Product Schedule, is payable separately at the rate stated in the completed Schedule or, where not so stated, at CSS's prevailing rate.

5. SUBSCRIPTION FEES

5.1 The Subscription Fees are specified in the System Service Subscription Application Form. The Subscription Fees are not inclusive of bank charges, payment-provider charges, dishonoured-payment charges, applicable Sales and Service Tax (SST) or other taxes of a similar nature, and the Service Subscriber shall pay the same in addition to the Subscription Fees. The Subscription Fees do not include any fee payable under a Go Guard Agreement.

5.2 CSS shall issue a bill and/or invoice for Subscription Fees to the Service Subscriber before the expiry of each service month by electronic mail or other means of communication reasonably selected by CSS. The bill and/or invoice shall be due and payable within the time stated in it.

5.3 Subject to a written request received from the Service Subscriber not less than seven (7) days before the commencement of the new service month, CSS may provide a printed invoice by ordinary mail to the Service Subscriber's last-known address. CSS may charge the reasonable printing and postage cost notified before dispatch.

5.4 The Service Subscriber shall inform CSS if an expected bill and/or invoice is not received from CSS seven (7) days before the commencement of the next service month. Failure to receive the bill and/or invoice shall not be used as a reason to neglect, withhold or delay payment of Subscription Fees which have become due.

5.5 CSS may adjust Subscription Fees, surcharges, training and other charges in response to inflation, operating costs, regulatory requirements, product changes or market conditions by giving the Service Subscriber at least forty-five (45) days' written notice. The adjustment applies prospectively, and the Service Subscriber may terminate under Clause 11 before it takes effect.

5.6 Except where required by law or expressly stated in this Agreement, all Subscription Fees, surcharges and other charges paid to CSS are non-refundable.

6. OTHER CHARGES

6.1 Only the standard initial onboarding or training expressly identified by CSS in Schedule A, the completed Schedule or CSS's standard onboarding plan is included in the Subscription Fees. Additional training, retraining, onsite attendance, customised materials, bespoke reports, data cleansing, migration, custom development and non-standard technical work are excluded from the standard subscription. CSS has no obligation to accept or provide excluded work.

6.2 CSS may, at its sole discretion and subject to availability, offer additional standard training or retraining remotely, online or at CSS's business premises at RM300.00 per session of up to three (3) hours, exclusive of applicable SST. Each session is limited to the selected standard system scope and participant numbers determined by CSS. The training date and time shall follow the schedule determined by the trainer designated by CSS.

6.3 CSS may, at its sole discretion and subject to availability, offer onsite training or site service within the Klang Valley at RM400.00 per trip for the first three (3) hours and RM120.00 for each commenced subsequent hour of the same trip, exclusive of applicable SST, tolls and parking. Outside the Klang Valley, CSS may issue a quotation based only on

travel, accommodation and the same standard service scope. No fixed attendance, response or completion time applies.

6.4 CSS may, at its sole discretion, offer limited configuration of an existing standard printed document, report or letter format at a minimum charge of RM300.00 per format item, exclusive of applicable SST. Bespoke programming, new workflows, complex customer-specific reports, repeated revisions and transfer of CSS intellectual property are not included or required under this Agreement.

6.5 Upon request made within the applicable exit period, CSS may provide Customer Data only in an available standard system-generated format for the relevant Product. A raw database, source code, database schema, proprietary system table, security configuration, unrestricted system copy and non-standard extraction, conversion or migration assistance are not provided under this Agreement.

6.6 The Service Subscriber must reimburse CSS for reasonable recovery costs, including legal costs on a solicitor-and-client basis to the extent permitted by law, incurred in recovering overdue amounts.

6.7 CSS is further entitled to charge the Service Subscriber for the standard chargeable items set out in the completed Schedule where and when they are necessary, applicable or requested, including project setup, additional department or property codes, data re-import, opening balance or transaction file re-import, bulk data import, backup data retrieval, account reactivation, SST implementation, consultancy attendance and SMS or messaging charges. Where an item is requested but is not priced in the completed Schedule, CSS's prevailing rate applies and will be notified before the work is carried out.

6.8 Where CSS agrees, at its sole discretion and subject to technical feasibility and security, to provide a raw database extract, an extended data export or other non-standard data service outside Clause 6.5, it may do so upon payment of the charge stated in the completed Schedule or, where not so stated, CSS's prevailing rate. Nothing in this Clause obliges CSS to provide any such service.

7. THIRD-PARTY TERMS, AUTHORITIES AND DEPENDENCIES

7.1 Certain Products and Services may depend on third-party hosting, telecommunications, payment, messaging, device, software or regulatory services. Their applicable terms, availability and approvals may affect the selected Products and Services.

7.2 The Service Subscriber must comply with applicable third-party terms notified by CSS where necessary to use a selected Product or Service.

7.3 CSS may suspend, replace or discontinue an affected third-party-dependent component if the relevant licence, approval, service or compatibility ends or materially changes. Where reasonably practicable, CSS will notify the Service Subscriber and consider an available alternative; CSS does not guarantee that an equivalent alternative exists.

7.4 The Service Subscriber understands that certain Products and Services made available for subscription are subject to Licence Terms and Conditions of Use determined by the relevant authorities or service providers from time to time. The Service Subscriber accepts and agrees to be bound by and to comply with those Licence Terms and Conditions of Use, and with any amendment to them, and acknowledges that they are deemed incorporated into this Agreement to the extent applicable to the Service Subscriber's use of the relevant Products and Services.

7.5 CSS may cancel the Service Subscriber's right to use any affected Products and Services at any time if a licence granted to CSS by the relevant authority ends. The relevant authorities may receive and have access to information relating to the Service Subscriber to the extent necessary to provide, licence or regulate the relevant Products and Services, and the Service Subscriber consents to that access to the extent permitted by Applicable Data Protection Laws.

8. SERVICE SUBSCRIBER'S OBLIGATIONS

8.1 The Service Subscriber agrees and undertakes to:

a) comply with applicable Malaysian laws, including Applicable Data Protection Laws and strata-management obligations;

b) use the Products and Services only for lawful property-management purposes and only within the selected scope;

c) not infringe intellectual-property rights, reverse engineer, decompile, disassemble, resell, sublet, share, licence, sub-licence, distribute or otherwise make the Products and Services available to any third party, including any company or corporation, without CSS's prior written approval, except as expressly permitted;

d) ensure that it has authority and a lawful basis to collect, upload, instruct CSS to process, disclose and use Customer Data and provide required privacy notices;

e) maintain accurate opening balances, source records, classifications, approvals, account ownership and instructions and verify system outputs before operational or accounting reliance;

f) maintain least-privilege access, unique non-shared User IDs, strong credentials, current authorised-user lists and prompt removal of former, transferred or unauthorised users;

g) protect its devices, networks, browsers, email accounts and local copies of Customer Data against malware, unauthorised access and misuse;

h) notify CSS promptly after becoming aware of compromised credentials, lost devices, excessive access, suspected unauthorised use or a possible Personal Data Breach affecting the Products and Services;

i) not upload malicious code or interfere with the proper operation, availability or security of the Products and Services;

j) cooperate reasonably with CSS in security, support, access-control, investigation, legal and data-subject request matters; and

k) give a written report to CSS within twenty-four (24) hours if a User Account, User ID, user identification or password is lost, stolen or compromised. Until such report has been received by CSS, the Service Subscriber shall be responsible for all transactions and access to the Products and Services effected using that User Account, User ID, user identification or password by any person, and CSS shall not be responsible for any prohibited or unauthorised use of the Products and Services arising from it.

8.2 The Service Subscriber is responsible for activity performed through its authorised accounts until CSS receives and can reasonably act upon notice of compromise. This does not exclude liability that cannot lawfully be excluded or loss directly caused by CSS's breach of the Agreement.

8.3 Customer Data and Authorised Users

a) The Service Subscriber determines who is authorised to access Customer Data and is responsible for appointing, managing and supervising its Authorised Users. CSS provides system access controls but does not appoint, supervise or control those persons. The Service Subscriber is responsible for the acts and omissions of its Authorised Users in relation to Customer Data as if they were its own.

b) The Service Subscriber is responsible for maintaining the confidentiality of Customer Data and for its use, printing, downloading, exporting, copying, photography, storage, transmission, disclosure, retention and secure disposal by its Authorised Users.

c) The Service Subscriber must configure and use the access levels, role-based permissions, masking and export or download restrictions made available by CSS in the relevant Product, and must limit access, download and export rights to Authorised Users who require them for lawful property-management purposes. CSS does not determine the Service Subscriber's access configuration.

d) The Service Subscriber must ensure that Customer Data is not sold, or supplied to property agents, or used for marketing, solicitation or personal benefit, except where required or expressly permitted by law. The Service Subscriber must further ensure that Customer Data is not otherwise disclosed to any third party or used for any purpose unrelated to lawful property management unless the Service Subscriber has established an independent lawful basis and complied with applicable notice, consent and disclosure requirements.

e) The Service Subscriber alone determines what disclosure of owner and resident information is required, permitted or prohibited under Applicable Data Protection Laws, the Strata Management Act 2013 and its subsidiary legislation and any other applicable law. CSS does not make that determination for the Service Subscriber and acts on the Service Subscriber's configuration and instructions.

f) Where the Service Subscriber permits a managing agent, contractor, consultant or other third party to access Customer Data, the Service Subscriber remains responsible for that access and must impose written confidentiality and data-protection obligations on that person which are no less protective than those in this Agreement.

g) The Service Subscriber must promptly notify CSS of any suspected unauthorised access, copying, photography, printing, export, disclosure, sale or misuse of Customer Data, preserve available evidence, take reasonable containment action and cooperate with CSS in investigating the source and scope of the incident.

h) Available activity logs may assist an investigation but, as stated in Clause 9.8, are not a complete forensic record of every screen view, manual copy, photograph, printout or subsequent activity occurring outside the Products and Services.

8.4 The Service Subscriber must notify CSS in writing within three (3) days of any change to its legal entity, management entity, managing agent, authorised representatives, billing details and contact information. Failure to notify CSS of such a change shall be a waiver of the Service Subscriber's rights under this Agreement which depend on that information, including the right to be notified, and CSS is not responsible for a notice sent to the latest details supplied by the Service Subscriber.

8.5 Clauses concerning confidentiality, intellectual property, payment, indemnity, data exit, data retention and deletion and liability survive termination to the extent necessary to give them effect.

8.6 Change of management entity or managing agent

a) The Service Subscriber must notify CSS in writing as soon as practicable of any change of developer, joint management body, management corporation, managing agent or authorised representative affecting the subscription account, and must procure the removal of access of every outgoing Authorised User.

b) An outgoing management entity, managing agent or Authorised User must not retain, use, disclose or continue to access Customer Data after the change takes effect.

c) Where a person claims authority over the subscription account, CSS may require documentary evidence of that authority, including the relevant resolution, notice of appointment or termination, or handover documents under the Strata Management Act 2013.

d) Where CSS receives conflicting instructions, or where the evidence of authority is not reasonably satisfactory, CSS may decline to act or may suspend the affected access until the position is resolved, and, subject to Clause 12.8, CSS is not liable for doing so.

e) CSS is not responsible for determining the validity of any appointment, removal or handover as between the Service Subscriber, a management entity, a managing agent or any other person.

8.7 Acceptable use and prohibited conduct

a) Without limitation, the Service Subscriber undertakes not to use, and not to permit anyone else to use, the Products and Services:

i. in breach of this Agreement or of any applicable law or regulation;

ii. in a manner that may unreasonably encumber or impose an unreasonable or disproportionately large load on the infrastructure of the Products and Services, in CSS's reasonable opinion;

iii. in a manner that may interfere or attempt to interfere with the proper working of the Products and Services or with any third party's participation in them;

iv. in a manner that bypasses or attempts to bypass measures used by CSS to prevent or restrict access to the Products and Services;

v. to collect or harvest any personally identifiable data, including names or other User Account information, or to use any communication system provided by CSS for commercial solicitation purposes;

vi. to intercept or attempt to intercept any communication transmitted by way of a telecommunications system;

vii. for any fraudulent purpose;

viii. otherwise than in conformance with accepted internet practices and the practices of any connected network;

ix. in any way calculated to incite hatred against any ethnic, religious or other minority, or otherwise calculated adversely to affect any individual, group or entity; or

x. for a purpose other than that for which CSS has designed or intended them.

b) The following are expressly prohibited, and the Service Subscriber undertakes not to do, and not to permit anyone else to do, any of the following:

i. furnishing false data, including false names, addresses and contact details, or the fraudulent use of credit or debit card numbers;

ii. attempting to circumvent CSS's security or network, including accessing data not intended for the Service Subscriber, logging into a server or account which the Service Subscriber is not expressly authorised to access, or probing the security of other networks;

iii. uploading, emailing, posting, transmitting or otherwise making available any content which the Service Subscriber does not have a right to make available under any law or under a contractual or fiduciary relationship, including inside information and proprietary or confidential information learned or disclosed under an employment relationship or a non-disclosure agreement;

iv. sending spam or otherwise duplicative or unsolicited messages in violation of applicable law;

v. sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortious material, including material harmful to children or in violation of third-party privacy rights;

vi. sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

vii. using the Products and Services for the benefit of any third party or in any manner not permitted by the licence granted under this Agreement;

viii. opening or operating multiple User Accounts in connection with conduct that violates the letter or spirit of this Agreement;

ix. manipulating the price of any product or service, or taking any action that may undermine any feedback or rating function; or

x. engaging in any conduct which, in CSS's reasonable opinion, restricts or inhibits any other user from properly using or enjoying the Products and Services.

c) The obligations in this Clause 8.7 and in Clause 8.1 survive termination of this Agreement.

9. CSS'S OBLIGATIONS, SUPPORT AND SECURITY

9.1 CSS will provide the selected Products and Services with reasonable skill and care, subject to the Agreement, generally available standard functionality, maintenance, third-party dependencies and lawful instructions. CSS will use reasonable measures to confirm that the Products and Services comply with applicable laws and regulations of Malaysia, will store and use data transmitted to its systems solely for the purpose of providing and managing the Products and Services, and will implement reasonable measures to avoid unauthorised use of the Service Subscriber's data or information by any third party.

9.2 CSS will provide standard remote technical support during its published business hours, being 9.00 a.m. to 5.30 p.m. Mondays to Fridays excluding public holidays in Kuala Lumpur, through CSS's designated support channels notified from time to time. Messages received outside business hours will be responded to on the following business day. This Agreement does not include or create any fixed response time, onsite-attendance time, repair time, restoration time, resolution time, service level or guaranteed outcome. Support requested beyond the standard scope may incur a surcharge under Clause 6.

9.3 CSS will maintain reasonable technical and organisational security measures appropriate to the nature of the Products and Services and information reasonably known to CSS. Security controls reduce risk but cannot eliminate human error, deliberate internal acts, malware, unknown vulnerabilities, credential compromise, third-party failure or sophisticated attack.

9.4 Where the Service Subscriber determines the purposes and means of processing Customer Data and CSS processes it on the Service Subscriber's behalf, the Service Subscriber acts as data controller and CSS acts as data processor. Each party remains responsible for its own obligations under Applicable Data Protection Laws, and CSS complies with the obligations imposed directly upon it as a data processor. The Service Subscriber, as data controller, remains solely responsible for its own compliance, including the issue of privacy notices, the lawful basis for processing, responding to data-subject requests, the appointment of a data protection officer where required, and any notification of a Personal Data Breach to the Commissioner and to affected data subjects. CSS does not act as the Service Subscriber's data protection officer and does not assume the Service Subscriber's statutory duties or liability merely by providing the Products and Services.

9.5 CSS may appoint Subprocessors where reasonably required. CSS will impose appropriate contractual and security duties according to their roles and will address cross-border access or transfer in accordance with Applicable Data Protection Laws. A current material Subprocessor or hosting record may be provided or referenced through CSS's privacy or service documentation.

9.6 Neither party is required to report an incident that is genuinely unknown to it. After CSS becomes aware of credible facts giving reasonable grounds to believe that a Personal Data Breach affecting Customer Data has occurred within CSS's control, CSS will notify the Service Subscriber within twenty-four (24) hours, take reasonable containment and investigation steps, and provide information reasonably available at the time. The twenty-four (24) hour period runs from the time CSS becomes so aware and not from the time the incident occurred or from any earlier time at which the incident might have been discoverable, and runs continuously, including on Saturdays, Sundays and public holidays. Clause 21.1 does not apply to this period. Information may be preliminary and supplemented or corrected as the investigation progresses, and a notification containing preliminary information satisfies this Clause 9.6. CSS is not in breach of this Clause 9.6 by reason only that the initial notification is incomplete, is later revised, or is delayed by an event beyond CSS's reasonable control under Clause 16. Notification is not an admission of fault or liability. CSS's notification is given to enable the Service Subscriber to assess and discharge its own obligations. The Service Subscriber is responsible for determining whether an incident is notifiable and for making any notification to the Commissioner and to affected data subjects, and CSS does not undertake to make any such notification on the Service Subscriber's behalf. Where an incident originates from the Service Subscriber's own systems, devices, personnel or Authorised Users, the Service Subscriber must notify CSS in accordance with Clause 8.3(g) and remains responsible for its own reporting obligations.

9.7 CSS does not guarantee detection or prevention of every attempted, hidden or successful incident, unauthorised access, internal leakage or misuse. A delay between the occurrence and discovery of an incident does not by itself establish breach of this Agreement.

9.8 CSS maintains reasonable backup, restoration and operational logging arrangements appropriate to the selected Products and Services and its then-current technical architecture and policies. This Agreement does not include or create any fixed recovery-point objective, recovery-time objective, zero-data-loss guarantee, uninterrupted-availability guarantee or complete forensic-logging guarantee. Backups are for continuity and are not a permanent archive for the Service Subscriber.

9.9 CSS may maintain, patch, secure, add to, modify, replace or retire generally available standard functionality for legal, security, technical, operational or product reasons. Where reasonably practicable, CSS will notify the Service Subscriber of a material change that removes core selected functionality. CSS will use reasonable efforts to minimise

material disruption but does not guarantee uninterrupted or error-free service. No change creates an obligation to deliver requested or future functionality.

9.10 CSS and its designees shall have the right, but not the obligation, in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Customer Data or content which (a) violates this Agreement or any applicable law or regulation; (b) is the subject of a complaint from another user; (c) is the subject of a notice of intellectual-property infringement or other legal instruction for removal; or (d) is otherwise objectionable. CSS may also block the delivery of a communication, including a status update, posting, message or chat, to or from the Products and Services as part of CSS's effort to protect the Products and Services or its users, or otherwise to enforce this Agreement. Subject to Clause 12.8, CSS shall not be liable to the Service Subscriber or any third party for exercising, or for not exercising, any right under this Clause 9.10.

9.11 This Clause 9 applies only to the Products and Services under this Agreement. It does not apply to, and does not override, the Go Guard service. Security, logging, backup and Personal Data Breach notification in respect of Go Guard are governed exclusively by the applicable Go Guard Agreement, and nothing in this Clause 9 extends to Go Guard or creates any obligation of CSS in respect of it.

10. SUSPENSION OF USE OF THE PRODUCTS AND SERVICES

10.1 CSS may suspend affected access after sixty (60) days of non-payment or earlier where reasonably necessary to address a material breach, compromised credentials, suspected fraud, unlawful use, security or privacy risk, threat to systems or data, third-party suspension, regulatory requirement or emergency maintenance.

10.2 Where the risk can reasonably be addressed without immediate suspension, CSS may give notice and an opportunity to remedy. Immediate suspension is permitted for urgent security, legal, fraud, safety or data-protection risk.

10.3 Before suspending access solely for non-payment, CSS will give the Service Subscriber not less than fourteen (14) days' written notice of the amount past due. This Clause 10.3 does not apply to, and does not delay, a suspension under Clause 10.1 or 10.2 on any other ground.

10.4 After the relevant grounds are resolved, CSS may restore access subject to reasonable verification, technical readiness, payment of overdue sums and any applicable reactivation cost. Upon clearance or settlement of the grounds of suspension, the Agreement shall continue in effect as if the Products and Services had not been suspended.

10.5 To the fullest extent permitted by law and subject to Clause 12, CSS is not liable for any loss, damage, cost, loss of profit or loss of prospective profit of any nature arising from a suspension properly exercised under this Agreement. CSS will use reasonable efforts to limit suspension to the affected account, function, Product, Service or Site where practicable.

11. TERMINATION

11.1 Either party may terminate the Agreement by giving at least thirty (30) calendar days' written notice to the other party.

11.2 CSS may terminate immediately or on shorter notice if: (a) a material breach remains unremedied for seven (7) days after written notice, where capable of remedy; (b) payment remains overdue for sixty (60) days; (c) the Service Subscriber supplied materially false or incomplete information; (d) the Service Subscriber becomes insolvent or bankrupt; (e) continued service is unlawful, unsafe or creates material security risk; or (f) a required third-party licence or authority ends and no reasonable alternative is available.

11.3 Either party may terminate the Agreement for cause upon thirty (30) days' written notice to the other party of a material breach if that breach remains uncured at the expiry of that period. This Clause 11.3 is without prejudice to CSS's rights under Clause 11.2.

11.4 Termination does not affect accrued rights, outstanding fees, a prior breach, a settled matter or any provision intended to survive termination. No termination automatically releases either party from an existing claim or liability, and any termination is without prejudice to CSS's right to recover all outstanding charges, costs and interest due and

any other damages or losses suffered or incurred by CSS. Termination of this Agreement does not terminate a Go Guard Agreement.

11.5 If a terminated subscription is reactivated, CSS may require payment of outstanding sums and a reasonable reactivation fee reflecting administrative, technical, restoration or verification work, at the rate stated in the completed Schedule or, where not so stated, CSS's prevailing rate.

11.6 After termination, continued live access is not guaranteed. The Service Subscriber may request an available system-generated export of Customer Data within thirty (30) calendar days, subject to account verification, payment of outstanding sums, applicable law and the functionality of the selected Product. CSS may, at its sole discretion and subject to technical feasibility and payment of the applicable retrieval charge stated in the completed Schedule, entertain a request received after that period but within ninety (90) days after termination, and only for so long as the relevant Customer Data has not already been deleted or anonymised under Clause 11.7. Once that data has been deleted or anonymised, no export is available.

11.7 CSS will delete or anonymise live Customer Data within ninety (90) days after the date of termination, and in any event not before the expiry of the export period under Clause 11.6. That ninety (90) day period runs from the date of termination and is the single deletion timeframe applied throughout this Agreement and the completed Schedule. Deletion remains subject to Applicable Data Protection Laws, Clause 25, CSS's applicable retention schedule, backup rotation, legal holds, disputes, billing requirements, security or incident records and reasonable technical processes, and to the categories of Customer Data which Clause 25.2 and Clause 25.6 require or permit to be retained for longer. Backup copies will thereafter expire through CSS's normal secure rotation within a further period of up to ninety (90) days, and immediate record-by-record deletion from backups is not guaranteed.

11.8 If the Products and Services suffer from a serious problem or defect which materially prevents their use and which cannot be rectified by CSS, the parties shall negotiate in good faith to resolve the matter. If the parties fail to reach agreement within four (4) weeks of the Service Subscriber's written notice of the problem or defect, the Service Subscriber shall be entitled to give written notice terminating the affected Products and Services within five (5) working days after the expiry of that four (4) week period. Upon CSS's acceptance of that notice, the affected Products and Services shall terminate, without prejudice to accrued rights and outstanding amounts.

11.9 Where termination is effected in accordance with the Agreement, CSS shall not be liable to the Service Subscriber for any loss, damage, cost, loss of profit or loss of prospective profit of any nature arising out of that termination.

12. DISCLAIMER AND LIMITATION OF LIABILITY

12.1 The Products and Services may depend on third parties, public networks, electricity, internet connectivity, compatible devices, customer configuration and information supplied by others. CSS does not warrant that the Products and Services will be uninterrupted, error-free, vulnerability-free, compatible with every device or third-party service, or capable of preventing or detecting every fraud, crime, misuse, attack, intrusion or data loss.

12.2 The Products and Services support property and strata administration but do not replace professional accounting, legal, security, emergency, insurance or management judgment. The Service Subscriber must verify material financial, operational, access-control and statutory outputs before reliance.

12.3 The Service Subscriber is responsible for the accuracy, lawfulness, completeness and appropriateness of Customer Data, opening balances, approvals, permissions, configuration and instructions supplied by it or its users. The transaction and financial accounts of the property parcels within the property Site commence from the opening balance transactions entered by the Service Subscriber, and the Service Subscriber is solely responsible for their accuracy.

12.4 To the fullest extent permitted by law, all implied warranties, conditions and representations are excluded. CSS will nevertheless perform its express obligations with reasonable skill and care.

12.5 Subject to Clause 12.8, CSS's total aggregate liability arising out of or relating to the Agreement, the Products and Services, any Personal Data Breach, security incident, support activity, indemnity, contribution claim or series of related events, whether in contract, tort (including negligence), statute, breach of duty, misrepresentation or otherwise, will not exceed the Subscription Fees paid or payable for the affected Product, Service and property Site

during the three (3) months immediately preceding the event giving rise to the first claim. If the event occurs within the first three (3) months, the cap is the Subscription Fees payable for the first three (3) months. Related acts, omissions, incidents and claims are treated as one claim, and the cap applies once in aggregate during any consecutive twelve-month period across all Products, Services, property Sites and Product Schedules, not separately to each claimant, cause of action, loss, Product, module or Product Schedule. Clause 12.9 applies before this Clause 12.5, and liability excluded under Clause 12.9 is not liability to which this cap applies.

12.6 Subject to Clause 12.8, CSS is not liable for indirect, incidental, consequential, special, exemplary or punitive loss; loss of profit, revenue, business, goodwill, opportunity or anticipated savings; business interruption; loss or corruption of data; cost of reconstructing data; loss caused by inaccurate Customer Data or instructions; or loss avoidable through reasonable customer controls, exports, backups, mitigation or compliance with CSS instructions.

12.7 CSS does not provide any indemnity, hold-harmless undertaking, insurance-like protection, unlimited coverage or uncapped liability in favour of the Service Subscriber under this Agreement. No request, correspondence, quotation, discussion, handwritten insertion or operational document creates such an obligation.

12.8 Nothing in the Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law, including liability for fraud, wilful misconduct, or death or personal injury caused by negligence where it cannot lawfully be limited.

12.9 The Service Subscriber must take reasonable steps to mitigate loss and notify CSS promptly of a claim or circumstances likely to give rise to a claim. Subject to Clause 12.8, CSS is not liable to the extent any loss, misuse or unauthorised disclosure is caused or increased by: (a) the Service Subscriber's instructions, permissions or access configuration; (b) its Authorised Users; (c) shared or compromised credentials or failure to remove access promptly; (d) Customer Data downloaded, exported, printed, copied, photographed, transmitted or stored outside the Products and Services; (e) the Service Subscriber's failure to maintain reasonable confidentiality, security, retention or disposal controls; or (f) the use of Customer Data by the Service Subscriber or an Authorised User for a purpose unrelated to lawful property management, including sale or supply to property agents or use for marketing, solicitation or personal benefit. This exclusion applies only to the extent caused by those circumstances, applies equally to any claim for contribution or apportionment as between the parties, and does not exclude responsibility for loss directly caused by CSS's own breach of the Agreement, by the acts or omissions of CSS's personnel, or by an obligation imposed directly upon CSS by applicable law.

12.10 The use of the Products and Services requires the electronic transmission of data between CSS's operational systems and the Service Subscriber's systems over open, accessible and worldwide networks such as the internet, which carries a risk of transmission to an unauthorised person in an unpredictable manner despite precautionary measures. Subject to Clause 12.8, CSS shall not be liable for any loss or damage sustained by reason of any disclosure, inadvertent or otherwise, of information or data concerning the Service Subscriber, unless caused by CSS's gross negligence.

12.11 To the extent permitted under Malaysian law and subject to Clause 12.8, CSS shall not be liable or responsible for: (a) the suitability of the Products and Services for the Service Subscriber's intended use; or (b) any fault or defect of the Products and Services resulting from (i) the improper use, operation or neglect of the Products and Services; (ii) the failure by the Service Subscriber to implement recommendations in respect of solutions to faults or defects previously advised by CSS; (iii) any repair, adjustment, alteration or modification of the Products and Services by any person other than CSS without CSS's prior written consent; (iv) any breach by the Service Subscriber of its obligations under any maintenance agreement in respect of the devices on which the Products and Services are operated; (v) any unlawful use of the Products and Services; or (vi) the use of the Products and Services for a purpose for which they were not designed.

12.12 Subject to Clause 12.8, CSS shall not be liable to the Service Subscriber or to any third party for any loss, damage, cost or expense of any nature whatsoever arising from the deletion, purging, overwriting or anonymisation of Customer Data carried out in accordance with Clause 11.7 or Clause 25.

12.13 This Clause 12 applies only to liability arising out of or relating to this Agreement and the Products and Services. Liability arising out of or relating to the Go Guard service is governed exclusively by the applicable Go Guard

Agreement, and the cap in Clause 12.5 is separate from, and is not aggregated with, any cap under a Go Guard Agreement.

13. INDEMNITY

13.1 The Service Subscriber will indemnify CSS and its personnel against third-party claims, regulatory proceedings, reasonable legal costs, losses and liabilities to the extent arising from: (a) unlawful or unauthorised Customer Data, instructions, disclosure or processing by or through the Service Subscriber or any Authorised User; (b) infringement of another person's rights by materials supplied by the Service Subscriber; (c) misuse, unauthorised sharing, unauthorised disclosure or breach of the Agreement by the Service Subscriber or any Authorised User; or (d) the fraud, wilful misconduct or negligence of the Service Subscriber or any Authorised User.

13.2 The indemnity does not apply to the extent a claim is finally determined to have been caused by CSS's fraud, wilful misconduct or breach of the Agreement. CSS must notify the Service Subscriber reasonably promptly and allow reasonable participation in the defence or settlement, provided that no settlement admitting CSS fault or imposing a non-monetary obligation on CSS may be entered without CSS's written consent.

13.3 For avoidance of doubt, Clause 13 does not create an indemnity from CSS to the Service Subscriber, and no CSS indemnity may be implied from support, investigation, notification, data processing or cooperation.

13.4 The Service Subscriber's obligations under this Clause 13 are not subject to and are not limited by Clause 12, including the cap in Clause 12.5, and survive termination of the Agreement for any reason.

14. CONFIDENTIAL INFORMATION

14.1 Each party must use reasonable measures to protect confidential information received from the other and may use it only to perform, receive, secure or enforce the Agreement. Disclosure is permitted to personnel, affiliates, professional advisers, insurers, Subprocessors and authorities with a need to know and appropriate duties, or where required by law.

14.2 Confidentiality does not apply to information that is public through no breach, already lawfully known, independently developed or lawfully received without restriction. These obligations survive termination for so long as the information remains confidential.

15. ASSIGNMENT

15.1 Neither party shall transfer or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CSS may assign all or any part of its rights and obligations to an affiliate, successor or purchaser of the relevant business or assets that is reasonably capable of performing the applicable obligations, upon notice to the Service Subscriber.

16. FORCE MAJEURE

16.1 Neither party is liable for delay or non-performance caused by events beyond its reasonable control, including natural disaster, epidemic, war, civil disturbance, governmental action, change of law, utility or telecommunications failure, widespread internet or cloud outage, labour disruption, third-party infrastructure failure or cyberattack, except to the extent caused by that party's failure to maintain reasonable precautions required by the Agreement.

16.2 The affected party must notify the other after becoming aware of the material effect, as soon as reasonably practicable, and use reasonable efforts to mitigate it. Payment obligations already due are not excused. If material unavailability continues for more than six (6) months, the parties shall negotiate in good faith with a view to alleviating its effects or agreeing alternative arrangements, and either party may terminate the affected service on written notice.

17. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

17.1 Except as otherwise stated in this Agreement, all rights, title and interest in and to the Products and Services are owned by CSS and/or its respective licensors or affiliates. Software used in connection with the Products and Services contains proprietary and confidential information protected by applicable intellectual-property laws.

17.2 No right or licence is granted except the limited subscription right expressly stated in Clause 4. The Service Subscriber shall not copy, reproduce, republish, upload, post, transmit, alter, distribute, modify, rent, lease, loan, sell, create derivative works from, reverse engineer, decompile or disassemble the Products and Services except to the extent such restriction is prohibited by law. No party accessing the Products and Services may claim any right, title or interest in CSS's proprietary content, trademarks, service marks, brand names, logos or other intellectual property.

17.3 The Service Subscriber retains ownership of Customer Data, subject to CSS's right to process it for provision, security, support, maintenance, billing, investigation, legal compliance and enforcement of the Agreement.

17.4 CSS may use non-confidential suggestions and feedback to develop or improve its generally available products without payment, exclusivity or obligation to the Service Subscriber, provided that CSS does not identify the Service Subscriber or disclose its Customer Data or confidential information through that use.

18. GOVERNING LAW

18.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the parties agree to submit to the jurisdiction of the courts of Malaysia.

19. WAIVER

19.1 No failure, delay or omission by CSS in exercising any right, power, privilege or remedy shall impair or waive it, nor shall any action or acquiescence concerning one default affect CSS's rights concerning another or subsequent default. The rights and remedies provided are cumulative and not exclusive of rights or remedies provided by law. A waiver is effective only if in writing and only for the specific matter stated.

19.2 Where any matter falls within the scope of more than one provision of this Agreement, nothing shall prevent CSS from enforcing against the Service Subscriber the more, or the most, stringent requirement.

20. SEVERABILITY

20.1 If at any time a provision is or becomes illegal, invalid or unenforceable but would be valid and enforceable if read down, that provision shall be read down to the extent necessary. Otherwise, it shall be severed. The remaining provisions shall not be prejudiced, affected or impaired and shall continue in effect.

21. TIME

21.1 Time shall be of the essence for payment obligations and for every other obligation for which a time is expressly stipulated in this Agreement. Where a time limit expires on a Saturday, Sunday or public holiday in Kuala Lumpur, that day shall be excluded and the deadline shall fall on the next business day unless applicable law requires otherwise. This Clause 21.1 does not apply to the twenty-four (24) hour notification period in Clause 9.6, which runs continuously in accordance with that Clause.

22. ENTIRE AGREEMENT AND STANDARD TERMS

22.1 The Agreement constitutes the final and entire agreement between the parties concerning its subject matter and supersedes prior written and oral agreements, promises, understandings, statements and representations concerning that subject matter, except for fraud, accrued rights and settled matters. This Clause 22.1 does not affect, supersede or vary a Go Guard Agreement, which governs its own subject matter separately.

22.2 No customer request, purchase order, procurement condition, tender document, support ticket, sales discussion, email, messaging-app communication, presentation, roadmap, delivery indication, meeting minute, handwritten insertion or operational sign-off varies the Agreement or creates additional service, customisation, future-functionality commitment, warranty, service level, indemnity or liability. Any additional or inconsistent customer terms are rejected and have no effect.

22.3 CSS may update these standard Terms and Conditions where reasonably required for legal, regulatory, security, technical or operational reasons. CSS will give at least forty-five (45) days' written notice of a material change affecting payment or the Service Subscriber's substantive rights, except where a shorter period is required by law or urgently necessary to address a security risk. The change applies prospectively. The Service Subscriber may terminate under Clause 11 before the change takes effect if it does not accept the change.

22.4 No handwritten insertion, customer amendment or operational document changes these standard Terms and Conditions. Only an administrative correction to Schedule A or the completed Schedule concerning the property, commencement date, Subscription Fees or selected standard modules may be effective if clearly recorded and initialled by authorised representatives of both parties. No administrative correction may create bespoke development, a special service level, a CSS indemnity or uncapped CSS liability.

22.5 Any variation, modification or waiver of any provision of this Agreement, and any consent to a departure from it, is of no force or effect unless confirmed in writing and signed by both parties, and is then effective only to the extent for which it is given.

23. BINDING NATURE

23.1 This Agreement shall be binding upon the parties and their respective heirs, personal representatives, permitted successors and assigns. For an Existing Subscriber Adoption, it applies prospectively from the Adoption Date and does not by itself release, reopen or waive prior invoices, payments, ownership records, settlements, accrued rights or earlier breaches.

24. DECLARATIONS BY SERVICE SUBSCRIBER

24.1 The Service Subscriber declares that it has the legal capacity and corporate or statutory authority to enter into and execute this Agreement. The Service Subscriber further declares that its signatory is authorised to bind it, that it has read and understood the Agreement and that it is fully aware of its liabilities and the limits of CSS's responsibilities and liability before signing.

24.2 Where the Service Subscriber is a developer, joint management body or management corporation, its signatory declares that he or she is authorised to execute this Agreement on its behalf by the relevant resolution or appointment, and that the subscription is entered into for the lawful management of the property Site identified in Schedule A.

24.3 Where a managing agent signs this Agreement as the Service Subscriber, or is recorded in Schedule A as the owner of the subscription account, in respect of a property Site managed for a developer, joint management body or management corporation, the managing agent warrants that it is duly authorised to do so and, subject to Clause 12.8, indemnifies CSS against any claim, loss or cost arising from a lack of that authority.

24.4 The Service Subscriber declares that it has been advised to seek, and has had the opportunity to obtain, independent legal and professional advice on this Agreement before executing it.

25. DATA RETENTION AND DELETION

25.1 CSS retains Customer Data only for as long as reasonably necessary for the provision of the Products and Services, the operation and security of its systems, compliance with Applicable Data Protection Laws and other applicable law, and the establishment, exercise or defence of legal claims.

25.2 Unless a longer or shorter period is stated in an applicable Product Schedule, required by law, or reasonably necessary for an active dispute, investigation, legal hold or billing requirement, CSS applies the following retention periods to Customer Data of the relevant category processed under this Agreement:

a) visitor check-in and check-out records: twelve (12) months;

b) visitor photographs and identification details captured at check-in: ninety (90) days;

c) system security and administrative audit logs: twenty-four (24) months;

d) financial, invoice and payment records: seven (7) years;

e) incident and investigation records: until the incident or investigation is resolved and the relevant limitation or statutory retention period has expired; and

f) information deleted from the live system but remaining within backup rotation: up to ninety (90) days.

Where any Customer Data falls within more than one of the categories above, the longest applicable retention period shall apply to that Customer Data.

Categories (a) and (b) apply only where visitor-type data is processed under the Products and Services subscribed under this Agreement. They have no application to the Go Guard service, the retention, masking and deletion of which is governed exclusively by the applicable Go Guard Agreement in accordance with Clause 25.12.

25.3 Where a Product Schedule states a different retention, masking, export or deletion requirement for a particular module, that requirement applies to that module in place of Clause 25.2.

25.4 On expiry of the applicable retention period, CSS will delete or anonymise the relevant Customer Data in accordance with its then-current technical processes. Deletion from live systems occurs first, and backup copies expire through CSS's normal secure rotation as described in Clause 9.8. Immediate record-by-record deletion from backups is not guaranteed.

25.5 Clause 11.7 applies to Customer Data on termination of the Agreement. This Clause 25 applies to Customer Data during the subscription and to Customer Data retained after the periods stated in Clause 11.7.

25.6 CSS may retain Customer Data beyond an applicable retention period where required by law, by an order of court or a regulator, by a legal hold, or where reasonably necessary for an ongoing dispute, investigation, security incident or unpaid billing matter.

25.7 The Service Subscriber is responsible for its own retention and disposal obligations in respect of Customer Data held, printed, exported or stored by it or its Authorised Users outside the Products and Services, and for any statutory record-keeping requirement applicable to it.

25.8 The Service Subscriber acknowledges and agrees that it alone determines the purposes for which and the manner in which Customer Data is processed, that CSS stores and processes Customer Data on behalf of and in accordance with the instructions of the Service Subscriber, and that the Service Subscriber is responsible for satisfying itself that the retention periods in Clause 25.2 are consistent with its own legal, regulatory, statutory and record-keeping obligations. By executing the System Service Subscription Application Form the Service Subscriber approves and accepts those retention periods.

25.9 Where the Service Subscriber requires any category of Customer Data to be retained beyond the applicable retention period, or requires the retrieval, export or restoration of any Customer Data, the Service Subscriber shall submit a written request to CSS before the expiry of the applicable retention period. CSS shall, subject to technical feasibility, security and payment of the charge stated in the completed Schedule or, where not so stated, CSS's prevailing rate, retain, retrieve or restore the same. CSS shall be under no obligation to entertain any request received after the expiry of the applicable retention period.

25.10 The Service Subscriber acknowledges that data storage capacity is finite and is a cost borne by CSS, that deletion under this Clause 25 is carried out on a rolling and automated basis, and that CSS is under no obligation to give notice to the Service Subscriber before any such deletion is effected. Subject to Clause 12.8, CSS shall not be liable to the Service Subscriber or to any third party for any loss, damage, cost or expense of any nature whatsoever arising from the deletion of Customer Data in accordance with this Clause 25 or Clause 11.7.

25.11 This Clause 25 prevails over any inconsistent provision of Clauses 8.3, 10 and 11 and shall survive the expiry, termination, cancellation or suspension of the Agreement.

25.12 This Clause 25 applies only to Customer Data held in the Products and Services under this Agreement. It does not apply to, and does not override, data held in the Go Guard service. The masking, access, retention, backup, export and deletion requirements for Go Guard are governed exclusively by the applicable Go Guard Agreement, and the retention periods in Clause 25.2 have no application to the Go Guard service.

26. NOTICES

26.1 Any notice, demand or other document may be sent by CSS to the Service Subscriber by hand, by registered post to its last-known address, or by transmitting the same to the Service Subscriber's last-known email address known to CSS, and shall be deemed to have been received by the Service Subscriber immediately upon successful transmission, notwithstanding any delay caused by mechanical or electronic failure or any other reason.

26.2 Formal notices to CSS must be sent to CSS's business address stated in Schedule A by hand or registered post, or by email to the address notified by CSS for that purpose, with reasonable evidence of delivery. Operational support messages are not formal legal notices.

27. RELATIONSHIP OF THE PARTIES

27.1 No joint venture, partnership, employment or agency relationship exists between the Service Subscriber and CSS as a result of this Agreement or the use of the Products and Services.

28. MARKETING COMMUNICATIONS

28.1 Where the Service Subscriber has given its consent in Schedule A, CSS may send promotional, sales and marketing communications relating to CSS products and services to the contact details supplied. The Service Subscriber may withdraw that consent at any time by following the unsubscribe procedure in the relevant communication or by written notice to sales@cssstrata.com. Withdrawal of consent does not affect the provision of the Products and Services or any other provision of this Agreement.

SCHEDULE

Description and Pricing of the Products and Services

Tick only the products and modules included in this subscription. An unticked product, demonstration, proposal or roadmap item is not included.

Product Family	Selected Module(s)
[ ] 1•MANAGEMENT	[ ] Property Management [ ] Financial Accounting [ ] Task Management [ ] Preventive Maintenance [ ] Purchasing [ ] Human Resource [ ] Smart Office [ ] Managing Agent System
[ ] 1•RESIDENT	[ ] CSS Home Mobile Application [ ] Online Payment

A. MONTHLY SUBSCRIPTION FEES

Where the Monthly Subscription Fee in Schedule A is not separately negotiated, it is chargeable by reference to the monthly total property maintenance charges collected by the Service Subscriber, as follows. All amounts are exclusive of applicable SST.

No.	Scheme range (RM)	Monthly Subscription Fee (RM)
1	0 – 4,999	250.00
2	5,000 – 9,999	350.00
3	10,000 – 49,999	450.00
4	50,000 – 99,999	600.00
5	100,000 and above	0.6% of maintenance charges, capped at RM1,400.00

Illustration: where the scheme range is RM400,000.00, the monthly subscription fee is RM1,400.00 notwithstanding that 0.6% of that amount would be RM2,400.00.

B. STANDARD ADDITIONAL CHARGES

Chargeable Item	Standard Charge (exclusive of applicable SST)
Additional remote, online or CSS-office training	RM300.00 per session of up to 3 hours
Klang Valley onsite training or site service	RM400.00 per trip for the first 3 hours + RM120.00 for each commenced subsequent hour; tolls and parking separate
Outside Klang Valley onsite work	Quoted by CSS for travel and accommodation; standard service scope only
Existing standard report or letter format configuration	Minimum RM300.00 per format; no bespoke programming or new workflow

The following standard chargeable items apply under Clause 6.7:

Chargeable Item	Standard Charge (exclusive of applicable SST)
Project setup fee	Waived
First 5 department codes / property codes	Free of charge
6th department code / property code onwards	RM100.00 per code (added to project setup fee)
Data re-import (ownership)	RM300.00

Chargeable Item	Standard Charge (exclusive of applicable SST)
Re-import of opening balance / transaction file (first 5)	RM300.00
Re-import of opening balance / transaction file (6th onwards)	RM100.00 per file
Excel data transaction import (first 5,000 rows)	Free of charge
Excel data transaction import (after 5,000 rows)	RM100.00 per 1,000 rows
SST implementation (one-time)	2 times the Monthly Subscription Fee
Additional System User / Security ID / PO User (Clause 4.2)	RM15.00 per User ID per month (10 User IDs provided)
Additional server or instance (Clause 4.6)	CSS prevailing rate, notified before activation
Backup data retrieval	RM150.00 per backup file
Account reactivation processing fee (Clause 11.5)	Nil if within 90 days of termination; RM100.00 if after 90 days, subject to availability
Data retrieval processing fee	Nil if within 90 days of termination; RM100.00 if after 90 days
Extended data retention (Clause 25.9), per category, per month	RM _____ per month
Data retrieval / restoration outside standard exit window (Clause 11.6)	CSS prevailing rate, notified before the work is carried out
SMS / messaging charges	Within Malaysia: 20 sen; Singapore, Indonesia, Thailand & Nepal: 30 sen; other countries: 70 sen

These charges apply only if the additional work is accepted and scheduled by CSS. All charges are exclusive of applicable SST and are subject to adjustment in accordance with Clause 5.5. Clause 6 controls if there is any inconsistency.

C. USER TRAINING FEES

If a training session is required, please arrange with the CSS Sales Team. Training sessions are subject to the dates and time slots determined by CSS.

Module	Duration	Per user – onsite at CSS HQ	Per user – online via Zoom
Property Management	6 hours	RM400.00	RM200.00
Financial Accounting	3 hours	RM200.00	RM100.00
CSS Home & eCommunity + Task Management + Preventive Maintenance + Purchasing + Human Resource	3 hours	Free of charge	Free of charge
All modules	12 hours	RM600.00	RM300.00

D. TERMINATION, REACTIVATION AND BACKUP RETRIEVAL

- Upon termination, the database will be retained in the Live System for a period of ninety (90) days from the date of termination and will thereafter be deleted, destroyed or anonymised, in accordance with Clause 11.7 and subject to Clause 25 (Data Retention and Deletion). Residual copies may remain in CSS's backup media for up to a further ninety (90) days pending the ordinary backup rotation cycle. Financial, invoicing and payment records, and records relating to any unresolved incident, dispute or investigation, will be retained for the periods stated in Clause 25.2.
- No processing fee applies to an account reinstatement or reactivation requested within ninety (90) days of the date of termination.

- A processing fee of RM100.00 applies if the account is reinstated or reactivated more than ninety (90) days after the date of termination, subject to availability.
- Backup files may be purchased at RM150.00 per backup file.
- A processing fee of RM100.00 applies to a data retrieval requested more than ninety (90) days after the date of termination. No processing fee applies within that period.
- Illustration 1 – Client A terminates on 1.8.2021 and requests reactivation on 1.9.2021: only the monthly subscription fee is charged.
- Illustration 2 – Client B terminates on 1.8.2021 and requests reactivation on 1.12.2021: an RM100.00 processing fee and the monthly subscription fee are charged.
- Illustration 3 – Client C terminates on 1.8.2021 and requests a backup file on 1.9.2021: RM150.00 is charged for the backup file.
- Illustration 4 – Client D terminates on 1.8.2021 and requests a backup file on 1.12.2021: an RM100.00 processing fee and RM150.00 for the backup file are charged.

E. OTHER CSS PRODUCTS (NOT INCLUDED IN THIS SUBSCRIPTION)

The items below are not included in this subscription. The ePayment module forms part of the subscription only where a Product Schedule for it is accepted under Clause 4.4. Go Guard is not available under a Product Schedule and is provided only under a separate Go Guard Agreement executed under Clause 4.5. The indicative pricing below is for information only, is subject to change and is subject to applicable SST.

Item	Indicative pricing and basis
Go Guard (visitor management)	NOT part of this Agreement. Available only under a separate Go Guard Standard Subscription Agreement or Go Guard 60-Day Site Experience Enrollment Agreement, which must be separately signed. Indicative pricing for information only: device RM2,500.00 per set; RM299.00 per month per site. The Go Guard agreement alone governs the Go Guard service, its equipment, masking, retention, backup, breach notification and liability.
ePayment – FIUU (formerly Razer Merchant Services)	Setup fee: waived. Renewal fee: waived. Transaction rates: Visa/Mastercard local credit card 1.1%, local debit/prepaid 0.8%; Visa/Mastercard foreign credit and debit/prepaid 2.7%; MyDebit 0.5%; FPX B2C RM0.60 and FPX B2B RM1.20 per transaction; Maybank QRPay Push Online 0.9%; TNG Digital Online 1.0%; GrabPay Online 1.1%; ShopeePay Online 0.9%; Boost Online 1.0%; Paynet DuitNow QR (domestic and foreign CASA/e-wallets and domestic line-of-credit) 0.9%; Alipay CN 1.0%; Alipay+ 2.0%; Alipay+ (GCASH/KAKAOPAY) 2.4%; UnionPay 1.6%; WeChat Pay cross-border online e-wallet 0.9%. Transaction rates are borne by the Developer/JMB/MC/RA under Bank Negara Malaysia's rules. Requires a Product Schedule under Clause 4.4.
Other CSS modules	Magnet Security Solutions, CTOS Debt Recovery and any other CSS product or third-party service are available only under a separate Product Schedule accepted under Clause 4.4.

Only the 1•MANAGEMENT and 1•RESIDENT modules ticked above and accepted by CSS form part of this accounting-system subscription. No other CSS product, security system, patrol service, third-party service, optional service, add-on or customisation is included unless selected under a separate Product Schedule accepted by CSS and the Service Subscriber in accordance with Clause 4.4. Each Product Schedule forms part of and is governed by this Agreement, and may vary these Terms and Conditions only to the extent permitted by Clause 3.2. Module-specific access, masking, retention, export, deletion, equipment, pricing and operational requirements will be stated in the applicable Product Schedule. Go Guard is not a Product Schedule and is not included in this subscription in any circumstances: it is a standalone service available only under a separately executed Go Guard Agreement in accordance with Clause 4.5, and that agreement alone governs the Go Guard service. A proposal, demonstration, quotation or reference to Go Guard or to any other product does not include it in the Subscription Fees stated in Schedule A.

FOR CSS STRATA MANAGEMENT SDN BHD	FOR SERVICE SUBSCRIBER
Signature: _____	Signature: _____
Name / Designation: _____	Name / Designation: _____
Date / Company Stamp: _____	Date / Official Stamp: _____