

TERMS AND CONDITIONS

Definition:

- a. *“ASNB’s Affiliate” means companies which are deemed to be related to ASNB by virtue of Section 7 of Companies Act 2016.*
- b. *“ASNB” means Amanah Saham Nasional Berhad (Registration No. 197901003200 (47457-V)), a wholly-owned subsidiary company of PNB and a Capital Markets Services Licence holder licensed for dealing in securities restricted to unit trust and fund management in relation to portfolio management – digital investment management.*
- c. *“ASNB Electronic Platforms” refers to myASNB portal/myASNB mobile app and/or use of the services and/or any new digital platform owned and managed by ASNB.*
- d. *“PNB” means Permodalan Nasional Berhad (Registration No 197801001190 (38218-X)), a Capital Markets Services Licence holder licensed for fund management in relation to portfolio management.*
- e. *“Cloud Services” means the on-demand availability of computer system resources, especially data storage and computing resources (e.g., computing power, networks, servers, storage, applications, and services) provided by a Cloud Service Provider that can be rapidly provisioned and released with minimal management effort or service provider’s interaction.*
- f. *“Cloud Service Provider” refers to a commercial organization that provides Cloud Services to our employee who uses and access the Cloud Services subscribed by ASNB.*

Please take a moment to read these terms and conditions carefully.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO YOUR ACCESS AND/OR USE OF THESE ASNB ELECTRONIC PLATFORMS PROVIDED HEREIN BY ASNB AND/OR PNB. BY ACCESSING ANY PAGES WITHIN THESE ASNB ELECTRONIC PLATFORMS, YOU HEREBY INDICATE THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION AND/OR QUALIFICATION ("TERMS AND CONDITIONS").

IF YOU DO NOT WISH TO BE BOUND AND ACCEPT ANY OR ALL OF THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS FROM AND/OR USE OF THESE ASNB ELECTRONIC PLATFORMS BY DEREGISTERING FROM THESE ASNB ELECTRONIC PLATFORMS. YOUR CONTINUED ACCESS AND/OR USE OF THESE ASNB ELECTRONIC PLATFORMS WILL BE DEEMED AS YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND ITS AMENDMENT THERETO.

1. General

- a. These Terms and Conditions are issued by ASNB whose registered office is at 4th Floor, Balai PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur. When we use “we”, “us” or “our” in these Terms and Conditions we are referring to ASNB, PNB and ASNB’s Affiliates. When we use “you” or “your”, we are referring to you, the user of these ASNB Electronic Platforms.
- b. These ASNB Electronic Platforms herein are operated, administered, maintained and developed by ASNB and/or third-party vendors.

- c. All products and services of ASNB and its service provider(s) herein provided are subject to the terms and conditions of the applicable agreements governing their use. These Terms and Conditions are meant to regulate your access to and/or use of these ASNB Electronic Platforms and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in these ASNB Electronic Platforms.
- d. Should there be any conflict between these Terms and Conditions and terms and conditions stated in prospectus and/or deeds governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter shall prevail. Please direct any questions, queries, feedbacks and/or complaint which you may have in respect of these Terms and Conditions to:

Amanah Saham Nasional Berhad
Customer and Channel Management Department
UG Floor, Balai PNB
201 -A, Jalan Tun Razak 50400
Kuala Lumpur
Operating Hours: 8.15 am – 4.00 pm (Monday to Friday)
(except for national & Federal Territory public holidays)

ASNB Customer Service Centre: 03-77308899
Operating Hours: 8.00 am – 10.00 pm (Monday to Sunday)
(except for national & Federal Territory public holidays)
Fax: 03-2050 5220
General Email: asnbcare@pnb.com.my
myASNB Enquiry: myasnbid@pnb.com.my
ASNB Robo Enquiry: myasnassist@pnb.com.my

2. INFORMATION

- a. At ASNB's sole and absolute discretion, we may change and/or modify the information, material, functions and content provided in these Terms and Conditions from time to time with or without notice to you. Your continued access and/or use of these ASNB Electronic Platforms provided herein subsequent to any such change will be deemed as your acceptance to those changes. Any amendments and/or modifications made to these Terms and Conditions shall be effective immediately when posted on www.myasn.com.my.
- b. All the materials and information in these ASNB Electronic Platforms, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by ASNB on an "as is" and "as available" basis and are strictly meant for your reference and information only and shall not be assumed to be intended for any business and/or commercial purposes or to constitute an offer or solicitation and/or giving of advice in respect of investment provided by ASNB.

- c. You are therefore advised to always obtain independent professional advice and verification of the said materials and information before making investment decision based on the same. References to materials and information contained in these ASNB Electronic Platforms include such material and information provided by third parties. ASNB shall advise you to visit, telephone, e-mail, or write to such parties for more information or to confirm the materials and information contained herein.

3. DISCLAIMER

- a. ASNB does not make any expressed or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of these ASNB Electronic Platforms, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- b. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of ASNB, reasonable measures will be taken by ASNB to ensure the accuracy and validity of all information relating to transactions, products and/or services of ASNB which originate exclusively from ASNB.
- c. ASNB may make changes to the material on these ASNB Electronic Platforms, or to the products and services described in it, at any time without any further notice to you. The materials on these ASNB Electronic Platforms may be out of date, and ASNB makes no commitment to update such materials. Any opinions, advice, statements, offers, advertising, products or other information expressed or made available by third parties on these ASNB Electronic Platforms, or via a link, are those of the third party concerned. We neither endorse nor are responsible for the accuracy or reliability of any third-party material.
- d. Further, ASNB does not warrant or represent that access to and/or use of the whole or part(s) of these ASNB Electronic Platforms, the services, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. Access to these ASNB Electronic Platforms may however be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for any other reason.
- e. Some of the information on these ASNB Electronic Platforms may contain projections or other future market performance or our future financial performance. You acknowledge that these statements are only predictions and that the actual events or results may differ materially.

4. HYPERLINKS TO THIRD PARTIES

- a. Links from or to websites outside of these ASNB Electronic Platforms are meant for convenience only. ASNB does not verify, monitor, or endorse the content, opinions mentioned, and other links (if

any) provided by such resources as such linked websites are owned and operated by third parties and as such are not under the control of ASNB.

- b. Therefore, ASNB shall not be responsible and makes no warranties in respect of the contents of those websites, third parties named therein or their respective products and services. Furthermore, the links provided in these ASNB Electronic Platforms shall not be considered as an endorsement or verification or approval of such linked websites or the contents therein.
- c. Linking to any other site is at your sole risk and ASNB will not be responsible or liable for any damages in connection with the linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to these ASNB Electronic Platforms (if any). Your use of any third-party website will be subject to that third party's terms and conditions.

5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHT

- a. Unless otherwise indicated, the copyright in these ASNB Electronic Platforms, its services and its contents, including but not limited to the text, images, graphics, sound files, video files, and their arrangement, are the property of ASNB, and are protected by applicable Malaysian and international copyright laws.
- b. No part or parts of these ASNB Electronic Platforms may be modified, copied, edited, altered, distributed, retransmitted, broadcasted, communicated, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of ASNB.
- c. You also shall not, without ASNB's express prior written consent, insert a link to these ASNB Electronic Platforms on any other website, frame or "mirror" or frame any material contained on these ASNB Electronic Platforms on any other server and/or system.
- d. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of these ASNB Electronic Platforms may be in breach of any copyright law which could be the subject of legal action.
- e. ASNB disclaims all liability which may arise from any unauthorized reproduction or use of the contents of these ASNB Electronic Platforms.
- f. All trademarks, service marks, and logos displayed in these ASNB Electronic Platforms are the property of ASNB and/or their respective third-party proprietors as identified in these ASNB Electronic Platforms.
- g. Unless the prior written consent of ASNB or the relevant third-party proprietor of any of the trademarks, service marks or logos appearing on these ASNB Electronic Platforms has been obtained, no license or right is granted to any party accessing these ASNB Electronic Platforms to use, download, reproduce, copy or modify such trademarks, services marks or logos.

- h. Similarly, unless the prior written consent of ASNB or the relevant third-party proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to these ASNB Electronic Platforms or any other site.

6. INDEMNITY AND EXCLUSION OF LIABILITY

- a. As an ASNB Electronic Platforms user, you hereby irrevocably agree to fully indemnify and keep indemnified ASNB, ASNB's affiliates, its respective officers, directors, employees, agents and servants harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which may be suffered or incurred by ASNB, ASNB's affiliates, its respective officers, directors, employees, agents and servants whether directly or indirectly, in connection with or arising from:
 - i. your use or misuse of these ASNB Electronic Platforms and the services provided therein;
 - ii. your breach of these Terms and Conditions howsoever occasioned; or
 - iii. any intellectual property right or proprietary right infringement claim made by a third party against ASNB in connection with your use of these ASNB Electronic Platforms.
- b. ASNB and/or its service provider(s) herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access and/or use these ASNB Electronic Platforms (or any third party link to or from these ASNB Electronic Platforms), reliance on the information contained in these ASNB Electronic Platforms, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.
- c. In addition to any other disclaimers and exclusions as may be stipulated by ASNB in these ASNB Electronic Platforms and to the extent as may be permitted under law, ASNB disclaims all warranties, conditions, guarantees or representations, express or implied with respect to these ASNB Electronic Platforms.

7. ACCESS AND TERMINATION TO ASNB ELECTRONIC PLATFORM AND/OR USE OF THE SERVICES

ASNB reserves the right to terminate, restrict and/or suspend your access and/or use to these ASNB Electronic Platform and/or use of the services at any time, for any reason without prior notice. In particular, and without limitation, ASNB may terminate and/or suspend your access should you violate any of these Terms and Conditions, or violate the rights of ASNB, of any other user, or of any third party. You acknowledge that termination will not affect your liability or obligations in respect of instruction already processed and/or effected by ASNB on your behalf.

8. DATA PROTECTION

- a. You hereby confirm that you have read, understood, and agreed to be bound by ASNB's Privacy Policy, which is available in these ASNB Electronic Platforms. For avoidance of doubt, you agree that the said ASNB Privacy Policy shall be read together and form part of these Terms and Conditions. Unless the context otherwise requires or unless otherwise defined in these Terms and Conditions, words and expressions defined in the ASNB Privacy Policy shall have the same meaning when used in these Terms and Conditions.
- b. Your personal data, non-financial and financial information as well as other information ("Information") will be kept confidential in accordance with ASNB's Privacy Policy pursuant to any applicable law that may from time to time be in force.
- c. ASNB may also obtain your Information in various ways, including but not limited to:
 - i. when you enter into any commercial transactions with ASNB including but not limited to you providing goods and/or services or your professional services;
 - ii. from third parties connected with you, such as employers, service provider, joint account holders or guarantors;
 - iii. from video recordings from close circuit security surveillance cameras and audio recordings;
 - iv. from publicly available sources; or
 - v. from the website of PNB and/or its subsidiary company(ies).
- d. When you visit these ASNB Electronic Platforms, your Internet Protocol (IP) address is automatically logged into our server. An IP address is a number that is automatically assigned to your computer when you sign up with an internet service provider.
- e. ASNB will use your IP address to help diagnose problems with our server, and to administer these ASNB Electronic Platforms. From your IP address, we may identify the general geographic area from which you are accessing these ASNB Electronic Platforms. Generally, we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.
- f. ASNB may use cookies to customize your experience on these ASNB Electronic Platforms and we may also use cookies to record how many times a user has visited these ASNB Electronic Platforms and what pages the user has accessed. "Cookies" is information placed on an individual's computer hard drive to enable the individual to communicate more easily and interact with a website. ASNB shall not, however, use cookies to retrieve information that is unrelated to your interaction with these ASNB Electronic Platforms.
- g. By continuing to access and/or use these ASNB Electronic Platforms, you hereby have provided your consent for ASNB to process, transfer, keep and store your Information on Cloud Services subscribed by ASNB.

- h. ASNB may enter into agreements with any third-party service provider, locally or internationally, to provide Cloud Services and other services in relation to these ASNB Electronic Platforms to us. In doing so, ASNB may be required to share your Information with them for the purpose of performing their services and ASNB will ensure that the said service provider protects the confidentiality of the information and not to use it for any other purpose. By proceeding with these ASNB Electronic Platforms, you shall be further deemed to have given your consent for ASNB to use and disclose your information to the Cloud Services Provider subscribed by ASNB.

9. WAIVER

In the event that ASNB fails or neglects to enforce any provisions or remedy under these Terms and Conditions for whatever reason, ASNB shall neither be construed as having waived its right to enforce the same nor as having waived its rights to any continuing, succeeding or subsequent breach of the same or any of the provisions in these Terms and Conditions.

10. SEVERABILITY

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of these Terms and Conditions shall continue in full force and effect.

11. GOVERNING LAW & JURISDICTION

- a. Notwithstanding from where you access these ASNB Electronic Platforms provided by ASNB, you agree to these Terms and Conditions and any disputes arising hereunder shall, at all times, be governed and construed in accordance with the relevant laws of Malaysia. Further you agree to submit and be bound by the exclusive jurisdiction of the courts of Malaysia.
- b. ASNB makes no representation that the materials, information, functions and/or services provided on this website and/or portal are appropriate or available for use in jurisdictions other than Malaysia.

12. REGISTRATION INFORMATION

- a. In order to avail of our services, you will be required to create an account and select a username and password. You may be asked to provide some personal information as well. You agree, at all times, that all the information you provided to us is accurate and complete, and you will regularly update this information as and when required. Any updates to the information can be made directly via these ASNB Electronic Platforms.
- b. You agree to not impersonate any other individual or entity, misrepresent an affiliation with any person/entity, or hide any required information from ASNB for any purpose. We agree to protect the information you provide to us, in accordance with our Privacy Policy. Failure to do so on your part will constitute a breach of these Terms and Conditions and may lead to the termination of your account.

- c. For security reasons, we ask you not to share any of your registration details (username, password, screen name, etc.) with any individual. You agree to notify us immediately of any unauthorized use of your account. If you still share such information with anyone, we may be forced to assume that you have authorized all his or her activities.

13. INTERNET COMMUNICATIONS

In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, ASNB reserves the right to monitor all internet communications, including web and email traffic, into and out of its domain. Monitoring includes (without limitation) checks for viruses and other malignant code, criminal activity, and use or content that is unauthorized or unlawful or material that may cause offence in any way.

14. INSOLVENCY OR DEATH

In the event ASNB becomes aware of the user's insolvency, bankruptcy or death, ASNB will act as the governing law requires in respect of the user's account(s) for these ASNB Electronic Platforms and/or use of the services.