

GENERAL TERMS AND CONDITIONS

Welcome to Pos Malaysia Berhad

Thank you for using our products and services (“**Services**”). The Services are provided by Pos Malaysia Berhad (Company No. 229990-M) (“**Us or Our or We or Pos Malaysia**”)

The Services are very diverse, so sometimes additional terms or product requirements may apply to the specific services. Additional terms will be available for the specific services, and those additional terms become part of your agreement with us if you use those Services.

By using the Services, you are agreeing to the terms listed herein including the additional terms of the specific services, which may be updated by us from time to time without notice to you (“**Terms**”).

Using the Services

You will need an account (“**Account**”) to use many of the Services. You can register at our Website (<https://account.eziemall.com>) with a username and a password of your choice. You must keep and secure your password confidential. Registering an account is free, but there may be fees and charges for the specific Services we provide to you which will be specific on the website or in the additional terms applicable to the specific Services. Fees and charges applicable may be varied with notice at any time at our discretion.

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not prohibited from receiving the Services under any laws. You agree (a) to provide true, accurate, current and complete information about yourself; (b) maintain and promptly update your information; and (c) not to use any false, inaccurate or misleading information when signing up. If you failed to keep your information current, your use of the Services may be affected and you may not be able to use the Services to full advantage. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information may be untrue, inaccurate, not current or incomplete, we may suspend or terminate the Account or the Services and refuse any and all current or future use of the Services (or any other service we may offer from time to time).

You must follow all of our policies for the Services. Do not misuse the Services. You may use the Services only as permitted by law. We may suspend or terminate the Account or stop providing the Services to you if you fail to comply with the Terms or our policies.

Whilst we may implement multi-factor authentication, it does not guarantee against unauthorised use of the Account. You are solely responsible for the activities that happen on or through the use of the Account, whether or not such use has been authorised by you by you. If you become aware of any unauthorised access or use the Account, you must let us know immediately. If your negligent acts or omissions result in unauthorised access to the Account, you are solely responsible for all transaction conducted through your account during the unauthorised access.

Privacy Policy

Registration data and certain information about you are subject to our Privacy Policy which forms part of the Terms. Please refer to <http://www.pos.com.my/media/1141/pdpa-notice-eng-as-at-7-jan-2015-v2.pdf>

No guarantee

a. No guarantee of access. To the extent permitted by law (a) we make no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Services or any internet service provider (ISP) services, unless specifically stated otherwise; and (b) we will not be liable if the Services, or any information obtained in relation to them, is inaccurate, outdated or incorrect. We're also not liable if the Services or ISP services are unavailable for any reason, including as a result of: (i) a telecommunications interruption, delay, bottleneck, failure or fault; (ii) negligent, malicious or wilful acts or omissions by third parties (including our third party service providers); (iii) maintenance or repairs of the systems used in connection with the provision of the Services or ISP services, carried out by us or any third party service provider; (iv) any events beyond our reasonable control; or (v) services provided by third parties becoming unavailable.

b. No guarantees in relation to data. You acknowledge and agree that, we make no representations, warranties or guarantees in relation to the integrity of your or any data or length of time of your or any data will be retained by us.

Disclaimer of Warranties and Limitation of Liability

a. Disclaimer of Warranties. You expressly understand and agree that we and our subsidiaries, affiliates, officers, agents, employees, partners and licensors, make no warranties, express or implied, guarantees or conditions with respect to the use of the Services. The use of the Services is at your own risk and that we provide the services on an "as is" basis "with all faults" and "as available." You bear the entire risk of using the Services and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, or loss of data as a result from the usage of the Services or the Account or as a result from the download of any such material under the Services or from the Account. We exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement and we do not guarantee the Services will be uninterrupted, timely, secure, or error-free or that content loss won't occur.

b. Limitation of Liability. You expressly understand and agree that we and our subsidiaries, affiliates, officers, agents, employees, partners and licensors shall not be liable to you or any other person (whether in contract, tort or otherwise) for any punitive, indirect or incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have

been advised of the possibility of such damages), resulting from (a) the use or the inability or interruption to use the Services; (b) loss of data; (c) the cost of procurement of substitute goods and services; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of any third party on the Services; or (f) any other matter relating to the Services.

Indemnity

You agree to indemnify and hold us and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any loss, actions, proceedings, claims, demands, cost and expenses (including solicitors legal fees) from any claim by a third party arising directly or indirectly of any content you submit, post, transmit, modify or otherwise make available through the Services, your use of the Services, your connection to the Services, your violation of the Terms, or your violation of any rights of another.

Trademark and Infringement

a. Trademark. You agree that all of Pos Malaysia's trademarks, trade names, service marks and other Pos Malaysia's logos and brand features, and product and service names are trademarks and the property of Pos Malaysia ("Pos Malaysia Marks"). Without Pos Malaysia's prior written consent, you agree not to display or use in any manner the Pos Malaysia Marks.

b. Infringement. We respect intellectual property rights and copyright law and you are to do the same. Unauthorized copying, distribution, modification and public display of copyrighted works is an infringement of the copyright holders' rights. As a condition of your access to the account, you agree that you will not access or use or permit the Account to be accessed or used for infringing the intellectual property rights of others. Without prejudice to other accrued rights, we reserves the right to terminate the Account and the Services upon notice of any infringement of the copyright or other intellectual property rights of others in connection with the access or use the Account.

Payment Terms

If you purchase a Service, then these payment terms apply to your purchase and you agree to them. Fees and charges may be varied at any time at our discretion by giving you notice.

a. Fees and Charges. If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes, unless stated otherwise. You are solely responsible for paying such taxes. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of the Account and its content.

b. Your Billing Account. To pay the charges for a Service, you will be asked to provide a payment method. You can access and change your billing information and payment method on the account management. You agree to promptly update the Account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

c. Billing. By providing a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the Services or available content using your payment method; and (iii) authorize us to charge you for any paid feature of the Services that you choose to sign up for. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

d. Recurring Payments. When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to us by the method you have chosen at the recurring intervals chosen by you, until the subscription for that Service is terminated by you. By authorizing recurring payments, you are authorizing us to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account (in the case of credit card or similar payments)(collectively, "Electronic Payments"). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

e. Refund Policy. Please refer to our Return and Refund policy by clicking our link https://www.eziemail.com/return_refund_policy which forms part of the Terms.

Termination or Suspension

a. Termination without cause. You can close the Account on the website.

b. Termination for cause. You agree that we may, without prior notice, immediately terminate, limit your access or suspend the Account and/or stop providing a Service if you breach or violate any of the Terms.

c. Termination in other circumstances. We may also terminate the Account and/or a Service: (a) when we're directed or ordered to do so by any government authority, or law enforcement or under our license; or (b) when we, at our discretion, decide to terminate or discontinue the operation of the Account and/or the Services.

Further, you agree that all terminations, limitations of access and suspensions shall be made at our sole discretion and that we shall not be liable to you or any third party for any termination of the Account, any associated email address, or access to the Services. We reserve the right to change or temporarily or permanently withdraw any of the Services with or without notice to you. Termination of the Account includes any or all of the following: (a) removal of access to all or part of the offerings within the Services, (b) deletion of your password and all related information, files and content associated with or inside the Account (or any part thereof), and (c) barring of further use of all or part of the Services.

Subcontractors

We reserve the right to use contractors or sub-contractors to perform any of our obligations under the Terms or any additional terms of the specific Services. When we do, the contractors and/or sub-contractors are included within the definition of "Pos Malaysia" and they are entitled to all of the benefits and rights imposed upon and enjoyed by Pos Malaysia by the Terms or any additional terms of the specific Services.

Miscellaneous

a. Variation or Modification. We may vary or modify the Terms or any additional terms that apply to the Services. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

b. Conflict. If there is a conflict between the Terms and the additional terms, the additional terms of the specific Services will take precedence.

c. Assignment. You may not assign or transfer your rights under the Terms or any additional terms, or attempt or purport to do so.

d. Force majeure. Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside of its reasonable control.

e. Governing law. The Terms (together with any additional terms) are governed by and interpreted in accordance with the laws of Malaysia, and both of us submit to the exclusive jurisdiction of the Malaysian Courts.

f. Severability. If any provision, or part of a provision, of the Terms or any additional terms is found to be illegal or unenforceable, it will be severed, and the remainder of the terms will be construed as if that provision or part did not form part of the Terms or additional terms (as applicable).

ADDITIONAL TERMS FOR DIGITAL MAILBOX

Digital Mailbox Services

The Digital Mailbox Service (“DM”) is an online platform services that enables you to receive mails, pay bills online, transact e-commerce, store statements online and many other online services in one single platform.

We may from time to time introduce other services that form part of, or complement the DM. Such additional services may be made available to you with or without charge. We will notify you, and obtain your consent, before providing any service that attracts an additional charge. You will be entitled to opt in to receiving any new service functionality at your discretion, and to opt out of some of these communications.

There will be two types of DM which we offer (a) with basic features; and (b) with enhanced features. Basic features include Bill Payment, Basic Mailbox account service and other Standard Features of Digital Mailbox such as News Letters, Feedback, E-Wallet and Cloud Storage. Enhanced services mean Services that requires Validation of Identity to be performed with Pos Malaysia such as Digital Signature, Electronic Statement service request and Registered Letters.

In order for you to utilise the enhanced features, you will be required to register manually at our designated Post Offices or places, subject to the terms and conditions of the registration of the enhanced feature will be made available to you.

Third Party Content

You acknowledge that the mails and content provided or generated by any other providers (other than Pos Malaysia) (“**Provider**”), and certain other content listed on the DM, is not ours (“**Third Party Content**”).

The Third Party Content and the layout of the Third Party Content is the sole responsibility of the third party entity that makes it available to you via the DM. While we may review Third Party Content to determine whether it is unlawful or violates our policies, we are not obliged to review, and we do not accept any liability whatsoever in connection with, the Third Party Content and we make no representations to you about its appropriateness, accuracy, currency and completeness.

All Third Party Content, including referral buttons and embedded hyperlinks, does not amount to a recommendation or endorsement by us or our directors, employees, agents or representatives.

The DM and Third Party Content may also contain hyperlinks and other pointers to internet websites operated by third parties. These linked websites are not under our control, and we are not responsible for the contents of any linked website or any hyperlink contained in a link to a website. We provide these hyperlinks to you for your convenience only, and the inclusion of any link does not imply any recommendation or endorsement of the linked website or its contents by us. Your use of any link to another website is entirely at your own risk.

Miscellaneous

Any disputes between you and any third party, including, without limitation, any Provider, are to be resolved solely between you and that party.

You hereby expressly authorise us to disclose your mail and its content, and to grant access to your DM any third party if it is required by or under the laws or order of a court of competent jurisdiction or requirement under our license or requirement of a regulatory or governmental authority or rules of listing authority or stock exchange.