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1. License

- 1.1 This User Agreement ("Agreement") is between INSAGE (MSC) SDN BHD ("INSAGE" or "Company") and you in your individual capacity and/or on behalf of the company for which you are an authorized agent, employee or representative.
- 1.2 INSAGE Fundamental Analysis System (hereinafter known as "INSAGE FAS") contains investment analysis tools, information and fundamental data of the public listed companies.
- 1.3 Your access to or use of the INSAGE FAS and the content contained in this website: www.insage.com.my ("INSAGE Website") and/or any information relating thereto signifies your agreement to the terms and conditions of use set forth below in this Agreement which will be amended, changed, varied, revised and published on the INSAGE Website at the Company's sole discretion from time to time.
- 1.4 It is your responsibility to read the terms and conditions of this Agreement each time before you begin accessing to the INSAGE Website or using any of its Content or pages.

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- 2.5 You hereby agree to comply with all applicable laws, rules and regulations (including, but not limited to, all Content protection regulations and legislation) in your use of the INSAGE Website.

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- 3.3 The Company does not promise that INSAGE Website or any Content, service or feature of the site will be error-free or constantly available. All information provided in INSAGE Website is subject to change without notice.
- 3.4 Subject to the terms and conditions of this Agreement, INSAGE's total aggregate liability under this Agreement in relation to anything which INSAGE has done or not done (whether in contract, tort or for any other reason) shall be limited to the Subscription Fee paid by you for this current subscription period (based on this subscription plan that you signed on), provided that you notify INSAGE in writing of your claim within fourteen (14) calendar days from the date of incident.

4. Termination

INSAGE may suspend and/or terminate your access to or use of the INSAGE Website and/or INSAGE Fundamental Analysis System immediately without notice and without liability whatsoever should you be in breach of any provision of this Agreement or for any other cause.

5. Indemnification

You agree to indemnify and hold harmless INSAGE, its affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable legal fees and costs, as incurred, arising in any manner out of your or any third party's use of, or inability to use, the Content or any breach by you of any provision contained in this Agreement.

6. Proprietary Rights

You acknowledge that the Content, trademark and all components thereof constitute copyrighted, trade secret, and/or proprietary information of substantial value to INSAGE, that you receive no proprietary rights whatsoever in or to the Content, and that title and ownership rights in and to the Content and all the rights therein and legal protections with respect thereto remain exclusively with INSAGE. You shall not, and shall not assist any third party to, assert any rights in the Content or any component thereof or challenge INSAGE's rights therein.

7. Entire Agreement

This Agreement supersedes all prior oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. INSAGE may modify the terms and conditions hereof from time to time upon notice to you.

8. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of Malaysia, as if this Agreement was a contract wholly entered into and wholly performed in Malaysia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia. If any provision of this Agreement is invalid or unenforceable under any applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

9. Changes in Law and Circumstances

Notwithstanding any provision to the contrary herein, in the event that by reason of the enactment of or the making of any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction from or requirement of any relevant government authority, court or tribunal or other authority, INSAGE shall be of the opinion that it has or will become unlawful or it is otherwise prohibited or prevented for it to maintain or give effect to all or any of its obligations as contemplated by this Agreement, then, notwithstanding any other provisions herein, INSAGE's obligation hereunder or to make available INSAGE FAS shall forthwith be terminated without notice and without liability whatsoever.