

Definitions

"Agency(ies)" refers to the selected agencies which may provide the financing facilities to the eligible User.

"CEDAR" means Centre For Entrepreneur Development and Research Sdn Bhd (Company No. 1042601-M, a private company limited by shares incorporated under the laws of Malaysia and having its business address at Level 22, Menara SME Bank, Jalan Sultan Ismail, Kuala Lumpur, Wilayah Persekutuan.

"CEDAR's group of companies" means CEDAR and any holding company or any parent company or any subsidiary or affiliates of CEDAR as defined in the Companies Act 2016.

"Disclaimer" refers to the statement as disclosed to you upon entering the ScoreXcess Website.

"Financing Application" means one or more of financing applications submitted by you through the ScoreXcess Website for the facilities, products and services as may be provided by the selected Agencies from time to time (as described in <https://scorexcess.my>).

"Instruction" refers to any instruction related to the use of the ScoreXcess Website, which is made via ScoreXcess Website or the ScoreXcess Mobile Application.

"ScoreXcess Website" means the online credibility scoring provided by CEDAR, which may be accessed and utilised by you via the Internet or any other electronic medium approved by CEDAR in accordance with the terms and conditions contained in this ScoreXcess Terms of Access which shall be determined by CEDAR from time to time.

"ScoreXcess Terms of Access" means the terms and conditions governing the access and use of the ScoreXcess Website as mentioned herein, as may be varied by CEDAR from time to time.

"ScoreXcess User ID" means a user name and email address provided by you during your first time registration on ScoreXcess Website. This ScoreXcess User ID is on one-time use only. .

"ScoreXcess Mobile Application" means a downloadable software designed to run on your smartphone or your mobile device or any other compatible electronic devices to provide you with all notifications and updates relating to the Financing Application.

"Loss" means any and all losses, liabilities, damages (financial and otherwise), injuries, embarrassments, costs (including but not limited to legal costs on a full indemnity basis), charges, actions, proceedings, claims, compounds, demands, taxes, duties, levies, penalties and/or expenses of whatsoever nature.

"Mobile Number" means the mobile number that you have provided to CEDAR and used to activate your ScoreXcess user ID and to download ScoreXcess Mobile Application during the registration of the ScoreXcess User ID.

"Officer" means any director, officer, representative, employee or staff of CEDAR or anyone appointed and/or assigned by CEDAR to be its officer.

"User/You" means the authorised representative of the business entity which uses the ScoreXcess website or the ScoreXcess Mobile Application as a platform to apply for any of the facilities, products and services as may be provided by the selected Agencies from time to time.

In this ScoreXcess Terms of Access, unless the context otherwise requires:

- a reference to a particular statute, statutory provision or subsidiary legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force;
- references to one gender include all genders and references to the singular include the plural and vice versa;
- references to:
 - a **"person"** include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality);
 - a **"company"** shall include any company, corporation or body corporate, wherever incorporated; and
 - a **"person"** or **"company"** shall include its or his successors and personal representatives;
- any reference in this ScoreXcess Terms of Access to a document is a reference to the document in any form including paper, electronically stored data, magnetic media, film and microfilm;
- headings are for convenience only and shall be ignored in construing this Terms of Use;
- a reference in this ScoreXcess Terms of Access to **"including"**, **"include"** and other similar expressions shall not be construed restrictively but shall mean **"including without prejudice to the generality of the foregoing"** and **"including, but without limitation"**;
- any reference to **"writing"** or cognate expressions includes a reference to telex, cable, facsimile transmission or comparable means of communications;
- references to times of day are to Kuala Lumpur time and references to a day are to a period of twenty four (24) hours running from midnight on the previous day;
- the words **"hereof"**, **"herein"**, **"hereto"**, **"hereinafter"** and **"hereunder"**, and words of similar import, will refer to this Terms of Use as a whole and not to any particular provision of this ScoreXcess Terms of Access;
- any banking term not specifically defined or described herein shall be construed with the general practice of banks and financial institutions in Malaysia; and
- any term relating to computer technology not specifically defined or

described herein shall be construed with the general practice and the trade of computer companies and the information technology industry in Malaysia.

1.	Registration Requirement
1.1	You are required to register yourself via the ScoreXcess Website i.e. https://scorexcess.my (or any other web address specified by CEDAR from time to time) by providing your name, a valid email address and any other additional information as required by CEDAR.
1.2	Notwithstanding Clause 1.1 above, the processing of such registration is subject, at all times, to CEDAR's sole and absolute discretion and CEDAR reserves the right to accept or reject your registration and to vary and/or limit your access, including but not limited to, deny your ability to access, to limit your access or to revoke your access to the ScoreXcess Website without being obliged to provide any reason.
2.	ScoreXcess Registration Procedures
2.1	The registration to access and use the ScoreXcess Website shall be made by you in the manner as may be guided by the ScoreXcess Website.
2.2	You may be required to provide the ScoreXcess Website with certain information which may, in CEDAR's sole opinion, be required in order for CEDAR to effectively provide the services offered by ScoreXcess. This information will be dealt with by CEDAR in the manner prescribed in SME Bank's Privacy Policy which is accessible via https://scorexcess.my/privacy-policy . Where the data provided by you relate to personal data, CEDAR will deal the same in the manner provided in ScoreXcess' Personal Data Protection Notice (which is accessible via https://scorexcess.my/personal-data-protection.pdf).
2.3	You acknowledge that you have read, understood and agreed to both SME Bank's Privacy Policy and ScoreXcess' Personal Data Protection Notice.
3.	Acceptance Of ScoreXcess Terms of Access
3.1	You acknowledge that by registering yourself to access and use the ScoreXcess Website and/or the ScoreXcess Mobile Application, you shall be deemed to have read, understood and agreed to be bound by the terms and conditions contained in this ScoreXcess Terms of Access and any amendments made thereto without limitation or qualification, in your access and use of the ScoreXcess Website and/or the ScoreXcess Mobile Application and you further acknowledge and accept all inherent risks and Loss associated in accessing and using the ScoreXcess Website and/or the ScoreXcess Mobile Application. You agree that the ScoreXcess ID is for one-time use and any update relating to your Financing Application will be notified through the ScoreXcess Mobile Application which shall be downloaded by you. Should you not accept to the ScoreXcess Terms of Access herein, you are required to discontinue access and utilization of the ScoreXcess Website and/or ScoreXcess Mobile.
3.2	Pursuant to Clause 3.1 above, CEDAR, CEDAR's group of companies and/or its affiliates or Agencies shall not be held liable for any Loss resulting from you not receiving any notification or update.

3.3	<p>The ScoreXcess Website and the ScoreXcess Mobile Application are provided to you on “as is”, “as available”, and with all faults basis. CEDAR disclaims all warranties, express and implied, including, but not limited to, any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose. CEDAR does not warrant that the ScoreXcess Website and the ScoreXcess Mobile Application will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements. CEDAR does not warrant that the ScoreXcess Website or the ScoreXcess Mobile Application will work with your operating system or with any other software installed on your computers or mobile devices or any other electronic devices and disclaims any liability for any Loss arising out of your inability to access the ScoreXcess Website or the ScoreXcess Mobile Application.</p>
3.4	<p>For the avoidance of doubt and notwithstanding anything contained in this ScoreXcess Terms of Access, you agree and acknowledge that in no event shall CEDAR, CEDAR’s group of companies and/or its affiliates or the Agencies be liable for any direct, indirect, special, punitive, exemplary, consequential or any other damages whatsoever, including but not limited to any Loss, property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, without regard to the form of action (including but not limited to contract, negligence, or other tortious actions) arising out of or in connection with your use and/or access of the ScoreXcess Website, the ScoreXcess Mobile Application or from any information, content, materials, products (including software) or other services included in or otherwise made available to you through the ScoreXcess Website, the ScoreXcess Mobile Application or any other electronic medium approved by CEDAR even if CEDAR or its Officer or employees, representatives or affiliates have been advised of the possibility of such damage or loss.</p>
3.5	<p>You warrant and represent to CEDAR that:</p> <ul style="list-style-type: none"> (i) for corporate person: <ul style="list-style-type: none"> (a) you are a corporation duly registered or incorporated and validly existing under the laws of the jurisdiction of its organization or incorporation; (b) you have the full power and authority and have obtained all necessary authority and consent to enter into and perform your obligations under this ScoreXcess Terms of Access; (c) this ScoreXcess Terms of Access create legal, binding and valid obligations, enforceable against you in accordance with its terms; (d) there are no suits or proceedings pending against or affecting you which would have a material adverse effect upon the performance of your obligations in accordance with this ScoreXcess Terms of Access; and (e) you are in compliance with all the relevant legislations, laws, and regulations governing you. (ii) for individual person:

	<ul style="list-style-type: none"> (a) you have reached the age of majority; (b) you are not a bankrupt; (c) you have not been convicted or is involved in any criminal and/or illegal activities; (d) this ScoreXcess Terms of Access create legal, binding and valid obligations, enforceable against you in accordance with its terms; and (e) there are no suits or proceedings pending against or affecting you which, would have a material adverse effect upon the performance of its obligations in accordance with this ScoreXcess Terms of Access.
4.	Responsibility - ScoreXcess User ID
4.1	You agree and acknowledge that you shall at all times keep your ScoreXcess User ID confidential and shall not share nor disclose your ScoreXcess User ID to any person whomsoever, including any Officers. You are under a duty to exercise utmost care, diligence and precautions to safeguard your mobile device and computer or any other electronic device used to access the ScoreXcess Website or the ScoreXcess Mobile Application from loss, theft or any fraudulent or unauthorised use.
4.2	You shall, at all times, observe all security measures as may be prescribed by CEDAR in relation to your ScoreXcess User ID. Further, you shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your ScoreXcess User ID and such precautions may include, among others, immediately memorising your ScoreXcess User ID not retaining your ScoreXcess User ID in any other form except in your memory, not leaving your computer and/or your mobile device or any other electronic device unattended whilst accessing the ScoreXcess Website or the ScoreXcess Mobile Application and ensuring that others do not see you entering of your ScoreXcess User ID to access to the ScoreXcess Website or the ScoreXcess Mobile Application as well as ensuring you properly log off from the ScoreXcess Website or the ScoreXcess Mobile Application upon completion of your access and use thereto.
4.3	You agree that you shall, at all times, be responsible for all access and/or use of the ScoreXcess Website or the ScoreXcess Mobile Application made via your ScoreXcess User ID whether it was in fact made by you or by any other person(s) purporting to be you. You further consent and agree that your ScoreXcess User ID will serve as a means of verifying your identity to CEDAR for purposes of the Financing Application contemplated under the ScoreXcess Website and the ScoreXcess Mobile Application. In this regard you authorise CEDAR to accept, follow and act upon your instructions when verifying your identity through your ScoreXcess User ID, and CEDAR, CEDAR's group companies and/or its affiliates or Agencies shall not be liable for acting upon such instructions in good faith.
4.4	If you discover or have reasonable grounds to believe that your ScoreXcess User ID, your computer, your mobile devices and/or any other electronic device used to access the ScoreXcess Website or the ScoreXcess Mobile Application has been compromised in any

	<p>way and/or you have received any statement, data or information which indicates that unauthorised Instruction has taken place or is otherwise not intended from you, you shall immediately notify CEDAR in the manner specified in Clause 12.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by CEDAR from time to time.</p>
4.5	<p>Subject to Clause 4.7, until CEDAR receives and logs such notification under Clause 4.4 above, you shall be liable for all such Instruction, which are conducted through the ScoreXcess Website or the ScoreXcess Mobile Application, whether or not the same were conducted or authorised by you. For the avoidance of doubt, you shall be liable for all such instructions conducted through the ScoreXcess Website or the ScoreXcess Mobile Application up to the point of time the notification pursuant to Clause 4.4 above is made and logged, or otherwise, up to the point of time such notification is supposed to be made, which for the avoidance of doubt, is immediately upon you discovering or having reasonable grounds to believe that your ScoreXcess User ID has been compromised in any way and/or you having received any statement, data or information which indicates that an unauthorised Instruction has taken place or is otherwise not intended from you. Where such notification is delayed for any reason, you shall, in addition to being liable for all Instruction conducted up to the above referred point in time, be liable for the actual loss which occurred after the said point in time, until the actual notification made by you is received and logged by CEDAR subject to Clause 4.7 below.</p>
4.6	<p>Upon CEDAR's receipt of your notification made pursuant to Clause 4.4 above, you agree and acknowledge that CEDAR may, at its sole right and discretion, suspend your access to the ScoreXcess Website and/or the ScoreXcess Mobile Application until a new ScoreXcess User ID (as the case may be) is issued or applied for and such reported/unreported discrepancies are resolved by CEDAR.</p>
4.7	<p>Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your ScoreXcess User ID, your computer, your mobile device or any of your electronic device is due to your actions, fraud, disclosure, abuse or misuse, which are deliberate, you shall be liable for such use even if a notification is made pursuant to Clause 4.4 above.</p>
4.8	<p>In addition, you are responsible for your own computer(s) and mobile device(s) or any other electronic device(s)'s anti-virus and security measures to prevent unauthorised access to your Financing Application via the ScoreXcess Website or the ScoreXcess Mobile Application. You must follow any other security rules and/or measures prescribed by CEDAR whether published on the ScoreXcess Website, the ScoreXcess Mobile Application, under this ScoreXcess Terms of Access, under any other terms and conditions governing your access and use of the ScoreXcess Website and the ScoreXcess Mobile Application, or otherwise notified to you by us in any way.</p>
4.9	<p>All intellectual property rights including but not limited to trade marks, patent, copyright and designs, whether registered, registrable or otherwise, now or hereafter existing attaching to, contained or incorporated in the ScoreXcess or related to the ScoreXcess (including but not limited to all information, data, material, graphics, files, text sound recordings and the sequence and arrangement of the same) are vested in CEDAR and/or their respective third party proprietors. Any exploitation or such other use of the said intellectual property rights in any manner whatsoever without the express prior written</p>

	<p>consent of CEDAR and/or the third party proprietor, as the case may be, is prohibited.</p> <p>Copying, reverse engineering, automated browsing, downloading, "mirroring", and the commercial exploitation of the content available on the ScoreXcess Website and/or ScoreXcess Mobile Application is strictly prohibited unless with prior written consent by CEDAR.</p>
5.	Information And Authorisations
5.1	<p>You shall, at all times, be responsible for all documents and information transmitted to CEDAR via the ScoreXcess Website and the ScoreXcess Mobile Application regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that CEDAR shall be entitled to rely on the documents and information submitted pursuant to the use and entry of your ScoreXcess User ID as having been made, submitted and effected by you and accordingly, CEDAR shall not be responsible or liable for any Loss which you may suffer, whether directly or indirectly, as a result of the same.</p>
5.2	<p>All documents and information transmitted to and/or received by CEDAR through your ScoreXcess User ID shall be deemed as correct documents and/or instructions made by you. For the avoidance of doubt, CEDAR is under no obligation to verify the said instructions with you to determine its authenticity but CEDAR may, at its sole right and discretion, do so for its own purposes.</p>
5.3	<p>Subject to Clause 5.6 below, all instructions transmitted via your ScoreXcess User ID shall be irrevocable and binding on you upon transmission.</p>
5.4	<p>You hereby authorise CEDAR to accept and act upon any instructions made by you in respect of the ScoreXcess Website or the ScoreXcess Mobile Application including but not limited to withdrawal(s), to transfer(s) or to otherwise deal with your Financing Application without any further authority required from you. Further, you agree and acknowledge that subject to CEDAR having received notification from you pursuant to Clause 4.4 above, CEDAR will be deemed to have been duly authorised by you to accept and act upon instructions to CEDAR made via your ScoreXcess User ID whether or not such instructions were in fact made by you or any other person(s) purporting to be you.</p>
5.5	<p>Subject to Clause 5.6 below, if you discover or have reason to believe that the instructions transmitted to or received by CEDAR are neither accurate nor complete, you shall inform CEDAR immediately via telephone in the manner specified in Clause 11.1 herein. For the avoidance of doubt, all telephone calls made to CEDAR's Consumer Contact Centre may be logged by CEDAR.</p>
5.6	<p>CEDAR shall not be obliged to act on any request to cancel, revoke, reverse or amend any instructions after it has been transmitted by you to CEDAR. CEDAR however, may at its sole discretion, cancel, revoke, reverse or amend an earlier instruction if your request to cancel, revoke, reverse or amend the same is received and effected before the earlier instruction is executed by CEDAR. You acknowledge and agree that for this purpose, CEDAR shall have the right to levy a charge upon you for doing so.</p>
5.7	<p>CEDAR reserves the right to refuse to carry out any instructions given by you for any reason, including without limitation, where such instructions are in violation of any of the applicable laws, terms and conditions of this ScoreXcess Terms of Access or are inconsistent with any</p>

	of CEDAR's policies and other rules and regulations governing the access and use of the ScoreXcess Website and the ScoreXcess Mobile Application as may be in effect from time to time.
5.8	In the event that CEDAR decides to act upon and/or carry out any instructions or is otherwise under an obligation to act upon and/or carry out any instructions, CEDAR shall be allowed such amount of time to act upon and implement any instructions as may be reasonable having regard to the systems and operations of CEDAR and any other circumstances then prevailing and accordingly, CEDAR shall not be responsible or liable for any Loss arising from any delay on the part of CEDAR in acting upon and/or carrying out any such instructions.
5.9	Where any instruction is ambiguous and/or inconsistent with any other instructions, CEDAR shall be entitled to rely and act upon such instruction in accordance with any reasonable interpretation thereof which any Officer believes in good faith to be the correct interpretation of the same or refuse to act until CEDAR receives a fresh instruction(s) in such form and manner as may be required by CEDAR.
5.10	You shall be solely responsible for the security and care of all computer(s) and/or mobile device(s) and/or any other electronic device(s) used to generate and/or receive notifications through the ScoreXcess Website and/or the ScoreXcess Mobile Application. CEDAR shall not be responsible for any fraudulent or unauthorised instruction arising from the loss or compromise of any computer(s) or mobile device(s) or any other electronic device(s) used to generate and/or receive the notifications. Any loss, theft, remote takeover or interception of the notifications and/or the device used to generate and/or receive the notifications including your mobile device must be promptly notified to CEDAR in the manner mentioned in Clause 11.1 herein and you shall remain responsible for any unauthorised instructions which took place as a result of such loss or theft.
6.	ScoreXcess
	Subject to the terms and conditions of this ScoreXcess Terms of Access, CEDAR offers you the following services (as applicable) through the ScoreXcess Website and the ScoreXcess Mobile Application:
6.1	6.1.1 Submission of Financing Applications; and 6.1.2 Monitoring the Financing Application status via ScoreXcess Mobile Application.
6.2	Where new service(s) are introduced through the ScoreXcess Website in addition to the services mentioned under Clause 6.1 above, you agree and acknowledge that by utilising such new service(s) you shall be bound by the terms and conditions in force governing such new service(s) from time to time, including this ScoreXcess Terms of Access. CEDAR shall reserve the right to update this ScoreXcess Terms of Access in accordance with Clause 15.1 below in the event such new service(s) are introduced.

6.3	For the avoidance of doubt and notwithstanding anything contained in this ScoreXcess Terms of Access, you agree and acknowledge that CEDAR reserves the sole right and discretion to limit, cancel or suspend any or all of the services offered through the ScoreXcess Website or the ScoreXcess Mobile Application in whole or in part at any time without giving any reason or explanation of the same and without incurring any liability whatsoever to you for doing so by giving you adequate prior notice unless the giving of such prior notice is not feasible to prevent unauthorised Instruction, fraud, abuse, misuse, criminal act, offence or violation of any law or regulation, which CEDAR knows or has reason to believe has been or will be committed. Further thereto, CEDAR may also add, withdraw or change the types of Financing Applications that may be available or carried out through the ScoreXcess Website or the ScoreXcess Mobile Application.
7.	Financing Application Information
7.1	You agree and acknowledge that any information pertaining to your Financing Application as reported through the ScoreXcess Website or the ScoreXcess Mobile Application may not necessarily reflect or indicate Instructions that are yet to be processed and updated and therefore, should not be taken as conclusive of your Financing Application status with the Agencies.
8.	Financing Application Processing
8.1	You agree that Financial Applications submitted through ScoreXcess Website will be processed by the Agencies.
8.2	You further agree that you shall comply with the specific terms and conditions imposed by CEDAR and/or the Agencies in respect of Financing Applications submitted by you via the ScoreXcess Website. You shall keep yourself informed, updated of and adhered to CEDAR and/or the Agencies' relevant and applicable policies and practices and other terms applicable to your Financing Application(s). You hereby agree and acknowledge that CEDAR and the Agencies shall not be liable if your Financing Application(s) is rejected for any reasons whatsoever.
9.	Disclosure Of Information
9.1	<p>You hereby expressly authorise and permit CEDAR, CEDAR's group of companies and the Agencies to divulge, reveal and/or otherwise disclose (whether in writing or otherwise) any and all particulars and information relating to yourself or your Financing Application submitted by you via the ScoreXcess Website, the ScoreXcess Mobile Application or dealings between you, CEDAR and the Agencies:</p> <p>9.1.1 To any of CEDAR, CEDAR's group of companies and Agencies affiliates, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents, Officers and/or any other persons to the extent necessary to support the operational activities of CEDAR, CEDAR's group of companies and Agencies;</p>

	<p>9.1.2 To the Government of Malaysia, fund provider, ministries or other authorities, agencies or bodies which have jurisdiction over CEDAR, CEDAR's group of companies and the Agencies;</p> <p>9.1.3 To verify the existence and condition of your Financing Application to a third party such as a credit bureau, credit rating agency or service provider, or merchant;</p> <p>9.1.4 To provide services relating to your Financing Application, products and services unless you duly inform CEDAR or the Agencies otherwise;</p> <p>9.1.5 In connection with examination by banking authorities;</p> <p>9.1.6 To protect and defend CEDAR, CEDAR's group of companies and Agencies and its property;</p> <p>9.1.7 To the auditor, lawyer or professional advisors appointed by CEDAR, CEDAR's group of companies or Agencies;</p> <p>9.1.8 To the collateral provider under the financing facility;</p> <p>9.1.9 To CEDAR's group of companies;</p> <p>9.1.10 In accordance with any subpoena or other legal provisions or in connection with any legal action, suit or proceeding related to financing facilities;</p> <p>9.1.11 According to any law, regulations, government agencies and authorities in Malaysia and elsewhere including court orders and requests; and</p> <p>9.1.12 As required by Bank Negara Malaysia.</p> <p>Subject to ScoreXcess's Personal Data Protection Notice (which is accessible via https://scorexcess.my/personal-data-protection.pdf), you further expressly authorise and permit the disclosure of any and all particulars and information relating to you or your Financing Application submitted by you via the ScoreXcess Website or the ScoreXcess Mobile Application, or dealings between you, CEDAR, CEDAR's group of companies, Agencies and any authority having Jurisdiction over CEDAR, CEDAR's group of companies and Agencies to simplify the operations, businesses, cross-selling and other purposes where CEDAR, CEDAR's group of companies and/or Agencies deems fit.</p> <p>Further, where CEDAR, CEDAR's group of companies or Agencies intends to share your information (including information relating to your affairs or Financing Application) with third parties for strategic alliances, marketing and promotional purposes, CEDAR, CEDAR group of companies and Agencies may obtain consent from you.</p>
9.2	<p>You authorise CEDAR, CEDAR's group of companies and Agencies to procure any information from any person, organisation, authority, company, corporate or unincorporated body or any other entity as CEDAR, CEDAR's group of companies and</p>

	Agencies may in good faith deem fit in connection with your Financing Application and authorise the disclosure by such person of any information required.
9.3	In submitting to CEDAR your Financing Application, Instructions or in continuing with the Financing Application or the use of the ScoreXcess Website and the ScoreXcess Mobile Application, you shall be deemed to have conferred upon CEDAR in such Financing Application or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.
9.4	Though CEDAR shall endeavour to ensure the security of your information which is transmitted through the ScoreXcess Website or the ScoreXcess Mobile Application, you agree and acknowledge that CEDAR does not make any warranties in respect of the same and you hereby accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through the ScoreXcess Website may be accessed by unauthorised third parties and accordingly, you shall not hold CEDAR responsible or liable for any such unauthorised access, theft of information or any Losses resulting therefrom.
10.	Your Responsibility And Undertakings- ScoreXcess Website and ScoreXcess Mobile Application
10.1	You shall, at all times, be responsible for obtaining and using the necessary Internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to the ScoreXcess Website or the ScoreXcess Mobile Application at your own risk and expense.
10.2	You shall be responsible to maintain with a network service provider whatever is necessary for your access to the ScoreXcess Website and the ScoreXcess Mobile Application, and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your network service provider.
10.3	You agree and acknowledge that CEDAR will not be held liable for your inability to access the ScoreXcess Website or the ScoreXcess Mobile Application, or any part thereof, the rejection of your Financing Application, the incorrect processing of your Financing Application as a result of your failure to maintain with the network service provider or your failure to obtain or use the necessary Internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant Internet browser and/or software or to use the new and recent versions of the same as may be required by CEDAR.
10.4	You agree to observe all security measures in relation to your Financing Application and the access to and use of the ScoreXcess Website and the ScoreXcess Mobile Application, as specified in this ScoreXcess Terms of Access and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
10.5	You shall furnish CEDAR with complete, accurate and timely data, information and Instructions in relation or in connection with any Instruction made through ScoreXcess Website or the ScoreXcess Mobile Application.
10.6	You shall not initiate any claims, actions or suits against CEDAR, for any unauthorised use of the ScoreXcess Website or the ScoreXcess Mobile Application, whether as a result of

	your ScoreXcess User ID being compromised or otherwise and neither shall CEDAR be responsible or liable for the same.
10.7	You shall not interfere with the access to and use of the ScoreXcess Website or the ScoreXcess Mobile Application by other users and you shall not use the ScoreXcess Website or the ScoreXcess Mobile Application for any purpose other than conducting authorised Instructions pertaining to your Financing Application. You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into the ScoreXcess Website, the ScoreXcess Mobile Application or any other user's Financing Application, for any purpose whatsoever.
10.8	You shall observe all reasonable propriety and etiquette in your communications with CEDAR and shall not communicate any obscene, defamatory information or any information, document or material against the law to CEDAR whether through the ScoreXcess Website, the ScoreXcess Mobile Application or otherwise.
10.9	You shall not install or use the ScoreXcess Website or the ScoreXcess Mobile Application on a jail-broken or rooted mobile device(s). Unauthorised modifications to any mobile device(s) operating systems (" jail-breaking or rooting ") bypass security features and can cause numerous issues to the hacked devices. CEDAR strongly cautions against accessing the ScoreXcess Website and installing the ScoreXcess Mobile Application in any hacked mobile device(s) as such mobile device(s) are vulnerable to fraudulent attacks and may expose your ScoreXcess User ID, your Financing Application, and/or update notification being used by unauthorised persons and/or lead to unauthorised access and/or use of the ScoreXcess Website, the ScoreXcess Mobile Application and your ScoreXcess User ID by any person, whether remotely performed or otherwise. You shall remain solely liable for any Loss and shall indemnify and hold CEDAR harmless against any Loss arising from your use of a jail-broken or rooted mobile device(s) and you shall not hold CEDAR responsible or liable for any such unauthorised access, theft of information or any Loss resulting therefrom. CEDAR expressly disclaims liability for any Loss that you may incur or suffer (including Losses due to unauthorised Instruction which is due to, arising from or as a consequence of your use of such jail-broken or rooted mobile device(s), hardware or software and CEDAR shall not be liable for any Loss or any other consequences in relation to any mobile device(s), hardware or software in connection with the ScoreXcess Website and the ScoreXcess Mobile Application which are damaged, corrupted or fails to work and by virtue of the same being offered or caused by jail-breaking or rooting.
10.10	You shall be under a duty to use utmost care, diligence and precaution to prevent the loss, theft or fraudulent use of your mobile device and to prevent the disclosure of the notifications sent to you via the ScoreXcess Mobile Application. You agree to observe all reasonable measures to notify CEDAR's Customer Care Centre immediately of any change in your registered mobile number or in the event of theft or lost of your mobile device and/or disclosure of your notifications which is sent to you, to any person. You shall indemnify and hold CEDAR harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the breach of such duty.
11.	Error Reporting, Queries and Complaint

11.1	<p>Should you wish to report any error or make any queries or complaints in relation to ScoreXcess Website or the ScoreXcess Mobile Application, you may do so in the manner provided in https://scorexcess.my/contact-us</p> <p>For the avoidance of doubt, all telephone calls made to CEDAR's Consumer Contact Centre may be logged by CEDAR.</p>
11.2	<p>CEDAR will handle your complaint in the manner provided in https://scorexcess.my/contact-us</p>
11.3	<p>CEDAR will manage your complaint in accordance with Customer Complaint Charter, which is accessible via scorexcesssupport@smebank.com.my</p>
11.4	<p>Subject to Clause 11.5, you may be required to disclose to CEDAR all relevant details and information relating to any report, query or complaint including but not limited to your name, the relevant Financing Application number(s), a description of any such error, query or complaint, date of the disputed instruction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error disputed instruction, query or complaint, as maybe relevant or any other relevant details and information requested by CEDAR. Notwithstanding the same, you shall not, at any time and under any circumstances whatsoever, disclose your ScoreXcess User ID to any CEDAR staff or representative.</p>
11.5	<p>You shall, at your own cost, co-operate and assist CEDAR in the conduct of its investigations, including where necessary, allowing CEDAR and its investigation team to access the computer(s) and/or mobile device(s) used for the disputed Instruction within the period determined by CEDAR from the date you reported your query or complaint as stated in Clause 11.1. You agree that CEDAR shall not be held responsible or liable for the delay in the conduct of its investigations or non-performance or non-completion of the investigations in the event you fail to provide your co-operation and assistance to CEDAR in the manner required under this Clause 11.5.</p>
12.	Statements, Confirmation And Advice
12.1	<p>Where CEDAR sends or delivers to you a confirmation or advice via the ScoreXcess Website or the ScoreXcess Mobile Application, you shall verify each and every such confirmation or advice and shall give CEDAR written notice(as below) of any such error or omission in any such confirmation or advice immediately from the date of the said confirmation or advice failing of which, such confirmation and advice shall as against you be deemed as true, correct and accurate as regards to the Financing Application stated therein and shall be conclusive evidence of the Instruction and your liability to CEDAR .</p>
13.	Updating Of User's Particulars
13.1	<p>You shall promptly notify CEDAR of any changes or variations in your personal particulars and CEDAR shall be entitled to assume that there has been no changes or variations until CEDAR has received notice thereof given by you. Provision of such particulars during the Financing Application process in the ScoreXcess Website shall not be deemed as an automatic update of your personal particulars.</p>
14.	Exclusions Of Liability

14.1	<p>CEDAR shall use all reasonable efforts to ensure the operation and provision of the ScoreXcess Website and/or the ScoreXcess Mobile Application. However, you agree and acknowledge that CEDAR does not make any warranties, representations, guarantees or endorsements, whether express or implied, oral or written, of any kind whatsoever with respect to the ScoreXcess Website and/or the ScoreXcess Mobile Application, including but not limited to warranties for merchantability, fitness for a particular purpose, accuracy, quality, adequacy, security, availability, reliability, timeliness and/or completeness, and CEDAR shall not be responsible or liable for any Loss whatsoever and howsoever arising whether in tort, contract or indemnity, in relation to the provision of the ScoreXcess Website and/or the ScoreXcess Mobile Application whether suffered by you or any other person.</p>
14.2	<p>Without limiting the generality of Clause 14.1 above, CEDAR shall not be liable for any Loss caused by or arising from one or more of the following events or matters howsoever caused or incurring:-</p> <p>14.2.1 Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device or system whether or not owned, operated or maintained by you, CEDAR or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any ScoreXcess User ID or Instruction;</p> <p>14.2.2 Any malfunction, breakdown, disruption and/or unavailability of the ScoreXcess Website, the ScoreXcess Mobile Application or any portion thereof, howsoever arising;</p> <p>14.2.3 Any of the services not being accessible, available or functioning;</p> <p>14.2.4 Any failure or delay caused by your Internet browser or other software, computer virus or related problems;</p> <p>14.2.5 The corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission through the ScoreXcess Website or the ScoreXcess Mobile Application;</p> <p>14.2.6 Any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;</p> <p>14.2.7 Any use of the ScoreXcess Website or the ScoreXcess Mobile Application on a jail-broken or rooted mobile device;</p> <p>14.2.8 Any loss, theft or unauthorised use of your ScoreXcess User ID;</p> <p>14.2.9 Any remote interception as a result of a malicious program stored in any telecommunications, computer or any other devices whether or not owned, operated or maintained by you.</p> <p>14.2.10 Any purported access to and use of the ScoreXcess Website, ScoreXcess Mobile Application, ScoreXcess User ID as well as any other software or hardware provided by CEDAR to you, if any;</p>

	<p>14.2.11 Any malfunction or breakdown in the software or hardware provided by CEDAR to you, if any;</p> <p>14.2.12 Any unauthorised access and/or use of the ScoreXcess Website or the ScoreXcess Mobile Application by any person, whether remotely performed or otherwise;</p> <p>14.2.13 Any prohibition, suspension, delay or restriction of your access to the ScoreXcess Website or the ScoreXcess Mobile Application by the laws and regulations of any country from which you access the ScoreXcess Website or the ScoreXcess Mobile Application;</p> <p>14.2.14 Any prohibition, suspension, delay or restriction of your access to the ScoreXcess Website or the ScoreXcess Mobile Application caused by, relating to or in connection with your network service provider;</p> <p>14.2.15 Any inaccuracy or incompleteness of information, data or Instructions given by you;</p> <p>14.2.16 Your inability to perform any Instruction due to limits set by CEDAR from time to time;</p> <p>14.2.17 Your failure, neglect or omission to act in accordance with the terms and conditions of this ScoreXcess Terms of Access and any other rules, regulations, policies and guidelines as may be prescribed by CEDAR from time to time;</p> <p>14.2.19 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, as required under this ScoreXcess Terms of Access;</p> <p>14.2.20 Any event, the occurrence of which is beyond CEDAR's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply which cause the inability of the ScoreXcess Website or the ScoreXcess Mobile Application to operate; or</p> <p>14.2.21 Any Loss which is caused by third parties.</p>
14.3	<p>While CEDAR shall make reasonable efforts to ensure that the product information, pricing and rates on their website are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, CEDAR shall have the right at its sole and absolute discretion, to refuse, avoid, nullify, revise and/or cancel any Financing Applications and or any Instruction effected under the Financing Application and any other Instruction effected due to, arising from or as a consequence of the inaccurate or incomplete information. CEDAR assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any Loss incurred due to such errors, inaccuracy misstatements or omissions.</p>
14.4	<p>You agree that so long as CEDAR acts in good faith in acting upon or carrying out any Instructions, CEDAR shall neither be responsible nor liable to you in any respect for any Loss</p>

	caused by or arising from CEDAR's execution or implementation of such Financing Applications, Instructions or any matter arising therefrom.
14.5	Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this ScoreXcess Terms of Access or in any other terms and conditions governing CEDAR and you, CEDAR shall not in any event be responsible or liable to you for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of CEDAR's obligations to you or otherwise.
14.6	You agree that you have placed no reliance on any representation, warranty or guarantee made by CEDAR, CEDAR's group of companies or its Officer. Any representation, whether written or oral, given by any Officer shall be void and have no legal effect whatsoever.
15.	Variation
15.1	CEDAR reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this ScoreXcess Terms of Access from time to time without the need to give any notice to you and without any liability whatsoever to you or any other third party for doing so. You are advised to check ScoreXcess Terms of Access from time to time.
15.2	If you continue to use the ScoreXcess Website or the ScoreXcess Mobile Application after the effective date of any additional or amended terms and conditions to this ScoreXcess Terms of Access, then you shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by the same.
16.	Notices
16.1	<p>Unless otherwise specified herein to the contrary, all notices and communications by CEDAR in relation to the ScoreXcess Website may be given by CEDAR in any one of the following manners:</p> <p>16.1.1 By registered post to your last address in CEDAR's records;</p> <p>16.1.2 By ordinary post to your last address in CEDAR's records;</p> <p>16.1.3 By facsimile, e-mail or other forms of instantaneous communication to your last known contact number or e-mail address in CEDAR's records;</p> <p>16.1.4 By display at CEDAR's premises;</p> <p>16.1.5 By display on the screen upon your access to the ScoreXcess Website, the ScoreXcess Mobile Application or on CEDAR's website; or</p> <p>16.1.6 By any other manner as CEDAR deems fit.</p>
16.2	<p>All notices and communications sent by CEDAR to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows:</p> <p>16.2.1 If by registered post, upon acknowledgement of receipt;</p>

	<p>16.2.2 If by ordinary post, two (2) days after posting for peninsular Malaysia and five (5) days after posting for Sabah & Sarawak and places outside of Malaysia;</p> <p>16.2.3 If by facsimile, e-mail or other instantaneous communication, when despatched; and</p> <p>16.2.4 If by display (whether at CEDAR's premises or on the screen upon your access to the ScoreXcess Website, the ScoreXcess Mobile Application or on CEDAR's website) upon such display being made.</p>
16.3	<p>All notices and communications to CEDAR (other than reporting any error or make any queries or complaints in relation to ScoreXcess Website, which shall be made in the manner provided in Clause 11.1 herein) shall unless specified herein, be in writing, signed by you and sent to CEDAR, at CEDAR's address as specified herein or any other address as may be notified to you from time to time .</p>
16.4	<p>Subject to anything herein to the contrary, all notice(s) from you to CEDAR shall take effect only upon CEDAR (as the case may be) duly recording the same in its records.</p>
17.	Termination
17.1	<p>Subject to Clause 17.3, you agree and acknowledge that CEDAR may at its sole right and absolute discretion, suspend, terminate or restrict your access to the ScoreXcess Website, the ScoreXcess Mobile Application or any part thereof for any reason, without the need to give any notice to you and without any liability whatsoever to you or any other third party for doing so.</p>
17.2	<p>Notwithstanding the generality of Clause 17.1, CEDAR may terminate, suspend or restrict your access to the ScoreXcess Website or the ScoreXcess Mobile Application immediately without the need to give any notice to you and without any liability whatsoever to you or any other third party for doing so in the following circumstances:-</p> <p>17.2.1 You have not logged on to the ScoreXcess Website or the ScoreXcess Mobile Application for a certain period continuously (as determined by CEDAR) from the last date of your successful log on to the ScoreXcess Website or the ScoreXcess Mobile Application;</p> <p>17.2.2 You breach any term, condition or provision of this ScoreXcess Terms of Access or any other term, condition or provision laid down by any legal, regulatory or other authority or body relevant hereto;</p> <p>17.2.3 If you fail to pay any charges, fees or taxes when due (if applicable);</p> <p>17.2.4 If you have provided CEDAR with false or incomplete information for your access to or use of the ScoreXcess Website or the ScoreXcess Mobile Application;</p> <p>17.2.5 If you become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration;</p> <p>17.2.6 If, in CEDAR's opinion, it is in the public interest to do so;</p>

17.2.7	If, in CEDAR's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorised usage; or
17.2.8	If CEDAR is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to the ScoreXcess Website or the ScoreXcess Mobile Application regardless of whether the relevant authorities have the legal or valid authority to request CEDAR on the same.
17.3	You may terminate your access to and use of the ScoreXcess Website and the ScoreXcess Mobile Application at any time, by giving prior written notice to CEDAR. The notification will not be effective until CEDAR has received your notice, acknowledges it and proceeds to terminate your access to and use of the ScoreXcess Website, the ScoreXcess Mobile Application or the relevant portions thereof.
17.4	You agree that upon termination under Clause 17.1, Clause 17.2 and Clause 17.3 above, your right to access to and use the ScoreXcess Website as provided under this ScoreXcess Terms of Access shall be automatically terminated.
17.5	Notwithstanding Clause 17.4 above, you agree and acknowledge that such termination does not affect your liabilities or obligations in respect of Instructions received by CEDAR prior to such termination that have been processed or are being processed by CEDAR whereby your liabilities or obligations in respect of such Instructions shall remain effective.
17.6	You further agree and acknowledge that where an Instruction was received by CEDAR prior to such termination herein but has not been processed, and your access to the ScoreXcess Website or the ScoreXcess Mobile Application is thereafter terminated, you shall neither hold CEDAR responsible nor liable for any failure to process the said Instruction.
17.7	Any rights and obligations under this ScoreXcess Terms of Access which by their term and sense would survive the termination of this ScoreXcess Terms of Access in any way, shall continue to be in full force and effect notwithstanding the termination herein.
18.	Indemnity
18.1	In addition and without prejudice to any other right or remedy of ScoreXcess Terms of Access, you shall indemnify and hold CEDAR and/or CEDAR's group of companies harmless from and against any and all Loss suffered or incurred by CEDAR and/or CEDAR's group of companies as a result of any of the following:

	<p>18.1.1 Any failure by you to comply with any of the terms and conditions of this ScoreXcess Terms of Access; and/or</p> <p>18.1.2 CEDAR acting in any manner pursuant to any of your instructions given through ScoreXcess; and/or</p> <p>18.1.3 Your use, purported use or misuse of the contents of the ScoreXcess Website and/or ScoreXcess Mobile Application and any hyperlinked websites and the services provided herein.</p>
18.2	You agree and acknowledge that your obligation to indemnify CEDAR herein shall survive the termination of this ScoreXcess Terms of Access.
19.	Evidence
19.1	You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidence of your Instructions and/or communications transmitted between CEDAR and you through the ScoreXcess Website or the ScoreXcess Mobile Application, including but not limited to any evidence in the form of CEDAR's computer records which may take the form of, among others, telephone logs, Instruction logs, computer printouts of any communication and any other form of information and data storage, all of which having been produced by CEDAR's computers in the course of their ordinary use.
19.2	Pursuant to Clause 19.1, you further agree and acknowledge that it shall refer and at all times, treat all of the said computer records of CEDAR therein as conclusive evidence of your instructions and/or communications received or sent by CEDAR.
19.3	Notwithstanding anything contained in this ScoreXcess Terms of Access, you agree and acknowledge that all your Instructions and/or communications which are sent to CEDAR through the ScoreXcess Website or the ScoreXcess Mobile Application, and meets the operating standards and requirements of CEDAR shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.
20	Documents
20.1	You hereby confirm that all the documents uploaded by you in the ScoreXcess Website or the ScoreXcess Mobile Application are accurate, correct, updated, complete and that there is no false or misleading statement contained in, or material omission from, the documents uploaded by you in the ScoreXcess Website or the ScoreXcess Mobile Application.
20.2	You hereby authorise CEDAR to verify the documents provided with any other party, and furnish it to those who are deemed necessary by CEDAR.
20.3	You hereby agree that CEDAR reserves the right to reject the Financing Application if the documents provided are deemed to be incorrect.
20.4	You agree and acknowledge that CEDAR reserves the right to remove, destroy or delete the documents uploaded by you from the ScoreXcess Website or the ScoreXcess Mobile

	Application if you have not logged on to the ScoreXcess Website or the ScoreXcess Mobile Application for a certain period continuously as may be determined by CEDAR.
21.	General
21.1	The failure or delay on the part of CEDAR in exercising any right, power, privilege or remedy under this ScoreXcess Terms of Access upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CEDAR. Any waiver by CEDAR shall not operate as a waiver of any subsequent default by you.
22.	Links to Third Party Websites
	The ScoreXcess Website and/or ScoreXcess Mobile Application may contain hyperlinks to third party websites, which are not under CEDAR's control, unless stated otherwise. These hyperlinks do not in any way represent CEDAR's endorsement or sanction of the same, and CEDAR disclaims any responsibility or liability for the contents or privacy practices of these hyperlinks, and our Privacy Policy does not apply to these hyperlinks.
23.	Governing Law and Jurisdiction
23.1	Notwithstanding from where you gain or attempt to gain access to the ScoreXcess Website or the ScoreXcess Mobile Application, you agree that this ScoreXcess Terms of Access shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia for any issue or dispute arising from this ScoreXcess Terms of Access.
23.2	In the event of a dispute arising out of or relating to this ScoreXcess Terms of Access, you agree to seek an amicable settlement of that dispute by mediation and the mediation shall take place in accordance with the Asian International Arbitration Centre Rules for Mediation as at presently in force.
24.	Severability
	If any of the provision and/or part of this ScoreXcess Terms of Access becomes invalid, illegal, or unenforceable pursuant to any law, then the invalid and unenforceable provisions and/or any part thereof shall be deemed to have been superseded by a valid, enforceable provision and/or part that most closely matches the intent of the original provision and/or part and the remainder of the other provisions and/or part of this ScoreXcess Terms of Access shall continue in full force and effect. Any such invalidity, illegality and unenforceability shall not affect or impair the remaining provisions and/or part of this ScoreXcess Terms of Access herein.
25.	Successors Bound
	This ScoreXcess Terms of Access herein shall be binding upon the heirs, personal representatives executors and successors in title or you and on the successors in title, assigns of CEDAR or of any company by which the business of CEDAR may from the time being be carried on, and you shall not be entitled to assign any of your rights or obligations under this ScoreXcess Terms of Access herein unless with the express prior written consent of CEDAR.

26.	Reconstruction
	Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of either CEDAR or by you or by any company by which the business of either CEDAR and you may for the time being be carried on and shall be available to the company carrying on the business for the time being.
27.	Times
	Time wherever mentioned shall be of the essence in this ScoreXcess Terms of Access.
28.	Partnership
	You acknowledge that you will not hold yourself out as an agent, partner or co-venturer of the other Parties and that this ScoreXcess Term of Access is not intended and do not create an agency, partnership, joint venture or any other type of relationship except the contractual relationships established hereby.