

Specific Terms and Conditions

Please read the following terms and conditions carefully. Your usage of the TA Online internet trading and viewing system shall be governed by the General Terms and Conditions found in the Electronic Trading Application Form posted on this Website and the terms stated immediately below. In consideration of TA Securities Holdings Berhad extending the TA Online Services known as e-stock premier (hereinafter referred to as the Service), If having read and understood the terms and conditions stated herein, you agree to accept the same, kindly click on the button marked "I AGREE" found below.

1. **YOUR USE OF THIS WEBSITE CONSTITUTES YOUR CONTINUED ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.**
2. This Website, including all of its features and content (the "Website") is a service made available by TA Securities Holdings Berhad (the "Company") and all content, information and software provided on and through this Website ("Content") may be used solely under the following terms and conditions ("Terms and Conditions of Use"):
3. All new visitors to the TA Online Website will be asked to register on-line and upon successful on-line registration, you may use your User Name and Password to access the Website wherein you will be a "Permitted User" but any such access shall be limited to an introductory viewing only ("Introductory Viewing Access") and as a Permitted User you cannot conduct any trades on the TA Online Website until and unless your Trading Personal Identification Number (PIN) is activated. Permitted Users shall be entitled to Introductory Viewing Access for a period of 30 calendar days only, after which such access will be terminated unless the Permitted User's Trading PIN has been successfully activated.
4. New users of the Provider's Electronic Trading Facilities may apply for the Trading PIN to be activated by printing out and completing the Electronic Trading Application Form found on this Website and forwarding a copy to your remisier/dealer. Upon receipt of the said Form, TA Securities Holdings Berhad shall consider the same for approval and if your application is approved, your Trading PIN will be activated for you to trade in securities via TA Online wherein you will be a Registered User ("Client"). Notification of activation of your Trading PIN will be forwarded to your e-mail account (as stated in your Electronic Trading Facility Application Form –please note that you should inform the Company in writing in the event your e-mail address has changed at any time).
5. For existing users of the Provider's Electronic Trading Facilities, (i.e. those who have submitted the Electronic Trading Facility Application Form on a prior occasion, you may signify acceptance of these terms by clicking on the "I AGREE" button and upon your successful on-line registration as a User of the TA Online Website Services, the Company will activate your Trading PIN and notify you via e-mail to enable you to trade in securities via TA Online. (Please note that you should inform the Company in writing in the event your e-mail address has changed at any time).
6. REGISTERED USER ACCESS STATUS. The Company shall monitor the TA Online Website to ensure maximum security, utility and efficiency to all said Website's users. In the event any Registered User with a Trading PIN is found to have not accessed the said Website for at least 30 calendar days, or any other duration/period which the Company may, in its sole and absolute discretion, determine, the Company may de-activate the said User's access to the Website and the said User's TA Online access status will be classified as Inactive. In the event any Registered User with a Trading Pin is found to have accessed the Website and conducted an online trade(s) yet such user does not conduct any other trade(s) (via the Website) for at least 30 calendar days (since the date of the last online trade), or any other duration/period which the Company may, in its sole and absolute discretion determine, the said user will be classified as an Inactive User and the Company may de-activate the said user's Trading PIN in which case he/she will be re-designated to a Permitted User and his/her access to the said Website will be on a Restricted Viewing Basis. In the event the said User wishes to re-activate his/her Registered User status, he/she may contact the Company at taonline@ta.com.my or call our customer service officers at telephone number **03-20721277 ext 1221** whereupon the said User's Trading PIN will be re-activated once the Company is able to verify the User's identification.
7. You agree to look after and keep confidential your Website username, password and Trading PIN and not to divulge your username, password and Trading PIN to any persons who are not lawfully entitled to use the Website. In any case, you agree to be responsible for all usage authenticated with your username, password and Trading PIN and you agree to observe the following:
 - a) You must not allow other persons to use your User IDs to gain access to the computer resources.
 - b) User IDs should not be shared.
 - c) Default User IDs provided with system software must be disabled or the default passwords supplied with such User IDs must be changed.
 - d) You must report unauthorised access attempts or any violation attempts to the Provider's helpdesk.

- e) You must keep your passwords secret at all times. Do not divulge, print or write down passwords.
 - f) Your passwords must not be easy to guess, i.e.:
 - passwords must not be the same as the user id,
 - passwords must not be composed of repeating characters,
 - passwords should not be the staff's, family or pet names or car registration numbers, etc.,
 - passwords should be composed of both alphabetical and numeric character combinations.
 - g) Passwords must be changed regularly for all systems and under the following conditions:
 - at least every ninety (90) days;
 - where you suspect that your password is known to others,
 - h) Make sure that your password and your Trading PIN is different.
8. You may make use of this service for all purposes concerned with legal trading in securities, and not for any other use.
9. You may print, download, view, copy Content from this Website for your own personal use only. Any such use must also comply with the provisions of the Copyright Act 1987 (Act 332).
10. You may not copy substantial portions of any of the Content. Whilst the question as to what portion of a database would be substantial is a legal question of fact, you agree that 10% of the records or more than 5 megabytes of data from any single database would constitute a substantial portion of data.
11. You may not copy, reproduce, disseminate, distribute, sell or use the Content to create other database(s) or print publications.
12. You may not set robots, crawlers or software agents to retrieve the Content.
13. You accept and acknowledge that use beyond the scope of the permission granted by these terms would not be lawful authorised access, even though there may be no technical impediment encountered which prohibits such use.
14. You consent to your personal data being disseminated or released to the Service Provider to facilitate your use of this website.
15. This Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Website is accurate and complies with applicable laws. The Company will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.
16. Certain sections of this Website require you to register. If registration is requested, you agree to provide the Company with accurate and complete registration information. It is your responsibility to inform the Company of any changes to that information. Each registration is for a single individual only. The Company does not permit:
- a) anyone other than you to use the sections requiring registration by using your name or password;
 - b) access through a single name being made available to multiple users on a network or otherwise unless express permission has been given in writing.

You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify the Company immediately by sending an e-mail to taonline@ta.com.my or sending a fax to: **03-2070 8113**

17. The following applies to Postings in any interactive areas of the Website
- a) Postings to be Lawful.

If you participate in interactive areas on this Website, you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ("Postings") which is unlawful or abusive in any way, including but not limited to any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offence, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of any Securities and Exchange Commission, such as the Malaysian Securities Commission, any rules of any securities exchange either intentionally or unintentionally. The Company may delete your Posting at any time for any reason without permission from you.

- b) Postings to be in Your Name.

Your Postings shall be accompanied by your real name and shall not be posted anonymously. Participants in interactive areas shall not misrepresent their identity or their affiliation with any person or entity.

c) No Monitoring of Postings.

The Company has no obligation nor does it intend to edit, monitor or screen Postings and is not responsible for the content in such Postings or any content linked to from such Postings. Notwithstanding the foregoing the Company reserves the right to examine from time to time, some, all, or no interactive areas for adherence to the Terms and Conditions of Use and to remove any materials that may be objectionable or violate the Terms and Conditions of Use.

d) All use of this site is bound by the Disclaimers posted on this Website.

18. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEBSITE AND THE INTERACTIVE AREAS OF THIS WEBSITE OR ANY FACTS OR OPINIONS APPEARING ON OR THROUGH AN INTERACTIVE AREA. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LAWYERS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE OR THE CONTENT. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED, PROVIDER'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO A MAXIMUM AMOUNT OF RM100.00.
19. It is hereby agreed that the information provided through the Service has been independently obtained by the Company through sources believed to be reliable. The Company does not guarantee the correctness, accuracy, completeness, timeliness, or correct sequencing of such information provided. There may be delays, omissions or inaccuracies in the information provided under the Service.
20. The Client agrees that neither the Company nor its sources of information shall be liable for the failure to ensure correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the Client or any other persons whomsoever in reliance upon the information provided by the Service or for any interruption of any data, information or any other aspect of the service.
21. The Company does not warrant the merchantability or fitness for a particular use and gives no other warranty or guarantee of any kind, express or implied, regarding the information furnished under the Service or any other aspect of the Service, including but not limited to information, access or the execution of any buy or sell orders and/or the cancellation or amendment of any such orders and the Client agrees that the Company shall not be liable for any direct, consequential, incidental, special or indirect losses or damages whatsoever which may arise or be caused by the failure of the Company to execute or cancel or amend such orders.
22. The Client shall abide by all laws, by-laws, regulations, rules, orders, directives prescribed by regulators relating to the operation of the Account and to the Client's trading activities with the Company and to all matters herein including without limitation to the Rules of the Bursa Malaysia Securities Berhad, the Rules of Bursa Malaysia Depository Sdn Bhd ("Rules of Bursa Depository"), the Business Rules of Bursa Malaysia Derivatives Berhad ("Rules of Bursa Derivatives") and the rules of Recognised Exchanges ("Recognised Exchanges' Rules") and includes any additions, amendments or revisions that may from time to time be introduced and enforced. The Rules of Bursa Malaysia Securities Berhad, Rules of Bursa Malaysia Depository Sdn Bhd, Rules of Bursa Malaysia Derivatives Berhad and the Recognised Exchanges' Rules shall hereinafter be collectively referred to as "Exchange Rules".
23. The Company shall not be answerable or liable for all and any loss, damage, expense, liability, cost and claim whatsoever and howsoever caused or arising including but not limited to :
 - a) any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in any software, computer system or electronic or mechanical or telecommunication equipment of the Company, the Bursa Securities, Bursa Depository, Bursa Derivatives or any Recognised Exchange, market, clearing house, any telecommunication network operator, any internet service provider or any operator, vendor, supplier or provider of any Communications used by the Company;
 - b) any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, operator errors, sabotage or unlawful access;
 - c) any delay in the execution of the Client's instructions or orders due to any reason whatsoever including without limitation due to inefficiency, failure, refusal and neglect on the part of the Dealer's Representative assigned to the Client;
 - d) any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the Company's failure, neglect or omission to carry out or execute any order or instruction given by the Clients;

- e) any direct, indirect, consequential or incidental loss (including but not limited to loss of profits, trading and other losses) arising out of or in connection with the exercise or execute of any power, right, privilege and remedy conferred on the Company in this Agreement or law provided or available;
 - f) any action by the regulatory authorities in the exercise of their regulatory or supervisory functions over the Company;
24. "Electronic Services" shall, for purposes of this Agreement and in particular this Clause, mean trading in Securities using any form of communication, whether between persons and persons, things and things or persons and things, in the form of sound, data, text, visual images, signals and any other form or any combination of those forms ("Communications") (including without limitation using the Company's computer or telephone services or systems, internet, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes service or information accessible through the Company's proprietary software and/or any other forms of Communications.
25. The provisions set out in this clause relating to trading in Securities are in addition to and without prejudice to the generality of the other terms and conditions herein contained.
26. The Company shall be entitled, at any time and from time to time without notice and without assigning any reason therefore and without in any way being liable for any loss or damage whatsoever to the Client to:
- a) amend, modify, suspend or terminate the operation of the Electronic Services;
 - b) suspend or terminate the Client's access to or use of the Electronic Services;
 - and/or
 - c) de-activate the Access Codes (as hereinafter defined).
27. The Client hereby agrees and undertake at all times:
- a) to keep strictly confidential:
 - i. the Client(s) account number (s) and all passwords, identification, digital signature and other codes issued to the Client by the Company or by any certification authority duly recognised by the Company for the purpose of enabling the Client to access the Electronic Services and the Client's Account ("Access Codes"); and
 - ii. all information available to the Client through the use of Electronic Services ("the Information").
 - b) not to disclose the Access Codes to any party whatsoever;
 - c) immediately upon receipt of the advice slip issued for the Access Codes to destroy the same;
 - d) to regularly change the password(s) and/or any other Access Codes that are permitted to be changed, and in any event not less than one month;
 - i. to immediately notify the Company if the Client suspects that the confidentiality of the Access Codes has been compromised or if the Account(s) has been accessed or used without his authority;
 - ii. to forthwith notify the Company of any failure to receive an appropriate response that an order initiated by the Client through the Electronic Services has been received, executed, fulfilled and/or matched;
 - iii. to forthwith notify the Company of any receipt of confirmation of an order that the Client did not place or of any inaccurate confirmation;
 - iv. at his own cost or expenses to acquire and maintain such hardware and other equipment as shall be necessary to enable the Client to access and use the Electronic Services; and
 - v. upon suspension or termination of the Account(s) to forthwith cease the use of and immediately return the information to the Company and/or dispose in such manner as the Company may direct all information in whatever form or media, including copies thereof or derivations therefrom howsoever constitute in the Client's possession, custody or control.
28. The Company accept and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports generated on the Electronic Services vest solely in and shall remain exclusive property of the Company and other third parties and will take all necessary measures to preserve and protect this rights.
29. The Client hereby agrees and undertakes to use the Electronic Services strictly in accordance with the terms and conditions set out in this Agreement and shall procure that no person shall:
- a) gain unauthorised access to or make unauthorised use of the Electronic Services;
 - b) make any additions, modifications, adjustments or alterations to, or corrupt, any of the Information or any services available on the Electronic Services;
 - c) tamper with any part of the Electronic Services;
 - d) use any software (including but not limited to the Company's proprietary software) ("the Software"). Access Codes and/or equipment in a manner inconsistent with the terms and conditions of this Agreement;
 - e) permit any equipment or software to be linked to or communicate in any manner or be used in connection with any other database, time-sharing or other systems, computer bureau, data or telecommunication

service or any other service or word-processing system or information distribution network whereby the Information, material or data obtained from the Electronic Services maybe accessed, used, stored or re-distributed by or through such other equipment or software; and the Client shall be liable for and shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, liabilities, expenses, costs (including but not limited to solicitors fees on a full indemnity basis) and consequences whatsoever in respect of or in connection with or arising out of the Client's breach or violation of any of the foregoing undertakings or any third party rights, including but not limited to violation of any proprietary or intellectual property rights. The obligation to indemnify the Company shall survive the termination of the Account(s) and the Client shall upon the suspension or termination of the Account(s) and/or Electronic Services immediately return the Software to the Company and/or dispose of the same in such manner as the Company may direct.

30. Any instructions or orders received by the Company through the use of the Access Codes on the Electronic Services shall be deemed to have been given by the Client notwithstanding that it might have been given by a third party without the Client's authority.
31. Any acknowledgement by the Company of receipt of instructions or orders from the Client through the Electronic Services shall be deemed conclusive as to the fact that such instructions or orders were received by the Company and that the contents of such instructions or orders were in the same form and substance as they were received and such instructions or orders may be relied and acted upon by the Company without further reference to or verification from the Client.
32. The receipt of instructions or orders from the Client shall be deemed to have taken place at the time when an acknowledgment is sent by the Company or on the date and at the time specified in such acknowledgement.
33. The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Company on the Electronic Services concerning the carrying out or the execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.
34. The Client shall be solely responsible for ensuring the accuracy and completeness of the Client's instructions or orders. Any instructions or orders transmitted through the Electronic Services shall be irrevocable.
35. Without affecting the generality of the Clause herein, the Company shall not be liable to the Client for any loss, damages, expenses, liability, costs or claims whatsoever; and howsoever caused or arising including but not limited to:
 - a. the loss or unauthorised use of the Access Codes;
 - b. the unauthorised use of or access to the Electronic services;
 - c. any failure, downtime, crash, breakdown or malfunction of or defects, bugs or glitches in the Electronic Services, the Software or any operator, vendor, supplier or provider of any Communication used by the Company for the provision of the Electronic Services to the Client;
 - d. any delay, fault, failure or loss of access to or unavailability of the Electronic Services; and
 - e. any errors in the transmission of the Client's instruction or orders through the Electronic Services.
36. Instructions or orders given by the Client on the Electronic Services in respect of the trading in Securities may not be executed by the Company in the order in which it was received by the Company or at the price indicated in the price quotation given on the Electronic Services.
37. Instructions or orders on the Electronic Services can only be given by the Client during trading hours of the Bursa Securities or such other Recognised Exchanges (as the case maybe). Notwithstanding the above, the Company shall have the absolute discretion to vary and alter the time period whereby instruction or orders relating to trading of Securities can be given by the Client on the Electronic Services.
38. The Client acknowledges that neither the Service nor the information provided thereunder is intended to, amount to or constitutes tax or legal advice. Although the Service provides access to opinions, information and recommendations about how to invest and what to buy, none of these opinions, information or recommendations are developed or endorsed by the Company and the Service shall not be construed as amounting to offers, invitations or solicitations to buy or sell the securities concerned.
39. The Company does not recommend any investment nor does it offer any advice regarding the nature, potential value or suitability of any particular security, transaction or investment strategy. The Client acknowledges that all orders made by it through the Service and executed by the Company pursuant thereto are made at the Client's sole and absolute risk.

40. The Client acknowledges that the BMSB and/or any other recognised exchange who is the regulatory and supervisory authority of the Company, shall have the right to examine, inspect, scrutinize the Client's terminals for audit and other supervisory purposes as and when they deem fit subject to such examination, inspection, scrutinization being carried out at reasonable hours. The Client acknowledges that it shall not hold the Company liable for any liability, losses that may occur as a result of the actions and omissions carried out by the BMSB and/or any other recognised exchange.
41. The Client consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to TA Securities Holdings Berhad, and to such agents, service providers and sub-contractors of TA Securities Holdings Berhad as informed by TA Securities Holdings Berhad to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to the Client's securities account. This consent shall be valid until revoked by the Client. The Client releases Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
42. The Client shall not be entitled to use the Service offered by the Company under this Terms and Conditions, if there exists any restriction whatsoever on the Client's account either imposed by the Company or by any relevant authorities, including but not limited to cash upfront restriction. The Service is subject to the terms and conditions of any and all other agreements entered into between the Company and the Client.
43. The Company shall not be responsible for any failure to provide the Service, including the execution of any order arising out of any restriction imposed on the Client's account.
44. The Company shall not be liable to the Client for any partial performance, delay in performance or non-performance of any of its obligations under the Agreement or any other agreement with the Client by reason of any other cause beyond the Company's control including but not limited to any act of force majeure, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, the failure of any exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storm or explosion.
45. The Client agrees that any and all Securities documents and/or other property hereinafter deposited with the Company, whether held by the Company or its agents, are at the Client's sole risk as regards loss, destruction or damage.
46. The Company reserves the right to change these Terms and Conditions of Use at any time. Updated versions of Terms and Conditions of Use will appear on this website and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of this Website after any such changes constitutes your consent to such changes.
47. In the event of conflict between these terms and conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.
48. You accept the non-exclusive jurisdiction of courts in Malaysia, and that your use of this service is governed by Malaysian law.
49. If you do not accept any of these terms, you should terminate your usage of these services immediately and contact taonline@ta.com.my or sending a fax to: **03-2070 8113** without delay.