



**Online Terms
Procurement Portal**

**Registration Terms and
Conditions of Use**

Conditions for Use of Procurement Portal

1 Important

1.1 Welcome

Welcome to TIME dotCom's procurement portal. This portal is owned and operated by TIME dotCom Berhad ("TIME").

As a registered user of Procurement Portal, you will be able to view bid invitations published by TIME, submit bids, and communicate with TIME's Group Procurement Division.

These Conditions of Use describe the terms that apply to your use of Procurement portal. They apply to those who have completed the registration process, and apply as soon as you clicked on the "I agree" button at the bottom of Vendor Registration Form.

PLEASE READ THESE CONDITIONS OF USE CAREFULLY!

1.2 Who can use Procurement Portal?

Procurement Portal is available only to individuals, companies or other legal entities who:

- (a) are suppliers or potential suppliers to TIME; and
- (b) have been authorised by TIME by means of a unique username and confidential password identifier to access and use Procurement Portal.

1.3 What does Procurement Portal do?

- (a) Procurement Portal is an online system, through which suppliers can register with TIME and where TIME may issue invitations to bid, receive bid submissions from potential suppliers, and communicate with authorised contractors in relation to procurement activities.
- (b) Group Procurement Division will communicate with vendors through Procurement Portal, where possible. However, Group Procurement Division may provide and receive hard copies of documents, if it is deemed necessary.

1.4 To print these conditions

To print the Conditions of Use:

- (a) press the "PRINT" buttons

You can also download these Conditions of Use to your computer or PDA.

You agree that you have been given an opportunity to retain these Conditions of Use for subsequent reference. Unless you make a specific request for a non-electronic copy, you will not otherwise be provided with a copy of the information.

2 Accessing Procurement Portal

2.1 Technical requirements

In order to use Procurement Portal, you will need to have:

- (a) Firefox 3.x, 4 (32-bit)

JavaScript and cookies enabled

Intel or AMD processor (1GHz or faster)

At least 512 MB RAM (at least 2 GB RAM for Vista)

- (b) access to the Internet;
- (c) a working email address; and
- (d) unique username and confidential password, which will be assigned upon registration.

2.2 Technical requirements are your responsibility

- (a) Supply and maintenance of any equipment necessary to enable you to use Procurement Portal (including any hardware and software) and maintenance of an account with an internet access service provider to enable you to use Procurement Portal, is solely your responsibility.
- (b) You must take reasonable steps to maintain the security of your hardware and software and log off Procurement Portal before leaving your computer unattended.

2.3 Updating information

- (a) You may update or change any information you provided to TIME when registering to use Procurement portal, including change of your email address.

2.4 Varying Procurement Portal

- (a) TIME may from time to time at its sole discretion upgrade, alter or modify Procurement Portal or any part of it.
- (b) TIME will post a notice on the Web Site of any change in Procurement Portal, or in any hardware, software or other facilities required to access or use Procurement Portal. This will constitute sufficient notice to you of the change.
- (c) You are solely responsible for making the necessary upgrades, alterations or modifications to your systems, hardware, software or other facilities to ensure your continued access and use of Procurement Portal.

2.5 Termination or suspension of access

TIME may suspend or terminate your access to Procurement Portal if:

- (a) it reasonably believes that it was induced by fraud or misrepresentation by you (or any other person) to grant use of Procurement Portal or issue an Identifier;
- (b) it reasonably believes that there has been fraud or misrepresentation with respect to the use of Procurement Portal;
- (c) it reasonably believes that the continued use of Procurement Portal may cause a loss to TIME or will cause to be in breach any applicable law; or
- (d) at any other time in its sole discretion.

3 No representation

At no time that TIME represents or warrants that by registering as a user of Procurement Portal, that:

- (a) you will be advised of intends to issue, or has issued, a bid invitation;
- (b) bid invitations or other documents relating to bid will be published on Procurement Portal or otherwise made available to you;
- (c) you will be invited to, or be eligible to, submit a bid to become TIME supplier, or otherwise participate in an online procurement process; or
- (d) you will be given preferential treatment in any bid submissions.

4 Consent to electronic transactions

4.1 Consent to electronic communication

You agree that:

- (a) TIME may communicate with you via Procurement Portal and via electronic mail, as TIME considers appropriate;
- (b) a document in electronic form (in Procurement Portal or otherwise) has the same effect as a written document, and is considered to be “in writing”;
- (c) information given via electronic communication (via Procurement Portal or otherwise) has the same effect as if that information was in written form, and is considered to be “in writing”;
- (d) that a document or any other information is authentic or binding on the ground that the document or other information was transmitted or generated electronically; and
- (e) the Messages Log is evidence of all Messages between you and TIME transmitted through Procurement Portal or generated by Procurement Portal.

4.2 Authentication

You acknowledge that:

- (c) you are solely responsible for all operations conducted on Procurement Portal (including any Messages that are sent or generated) using your Identifier; and
- (d) TIME dotCom Berhad is entitled to presume that you have sent any Message that originates from, or is sent or generated using, your Identifier, and those Messages are valid and binding on you.

5 Formation of contract

- (a) No contract is created through Procurement Portal unless TIME expressly accepts your offer by notifying you directly in the manner specified in clause 7.
- (b) No contract is created through Procurement Portal by your acceptance, or by any document being received by TIME (via Procurement Portal or otherwise).

6 Invitations to bid

- (a) TIME may at any time invite potential suppliers to submit an offer for the supply of goods and services through Procurement Portal or via some other medium. (RFP Invitation)
- (b) A RFP Invitation is not an offer or acceptance by TIME, but is only an invitation to treat from TIME to potential suppliers.

- (c) TIME may at any time issue addenda to the RFP Invitation through Procurement Portal, which may vary the RFP Invitation.
- (d) You may, in response to the RFP Invitation, submit an offer to TIME through Procurement Portal within the time specified in the RFP Invitation.
- (f) All bids are subject to and must comply with TIME standard RFP Criteria and are governed by standard terms and conditions applying to the bid process. If a RFP Invitation does not specify the terms and conditions that are to apply to the contract, the RFP invitation shall be deemed to incorporate TIME Purchase Order Terms and Conditions and your bid will be deemed to be subject to those terms and conditions.
- (g) TIME may at any time, in its sole discretion, withdraw a RFP Invitation by notice on Procurement Portal, or by providing notice in the manner specified in clause [18](#).

7 Acceptance of Bids

- (a) If TIME decides to accept your bid, it will convey its acceptance either in the form of Electronic Message via Procurement Portal, or by issuing a formal notice of acceptance in the form of Purchase Order.
- (b) TIME may disregard any bid that is submitted after the time specified in the RFP Invitation regardless of whether the delay in submitting the bid was caused in whole or in part by any unavailability of Procurement Portal, interruption in the access or use of Procurement Portal or any other factor attributable to Procurement Portal.

8 Other terms apply

8.1 Other terms

These Conditions of Use apply in addition to:

- (a) the Electronic Business Conditions;
- (b) the general terms of use of the Web Site, including any disclaimers set out on the WebSite;
- (c) the conditions of bidding contained in, or referred to in, any RFP Invitation

8.2 Your acknowledgement

You acknowledge that you have read and understood:

- (a) the Electronic Business Conditions;
- (b) the general terms of use of the Web Site (including any disclaimers)

8.3 Priority of terms

These Conditions of Use will prevail over:

- (a) the Electronic Business Conditions to the extent of any inconsistency, notwithstanding anything to the contrary in the Electronic Business Conditions.
- (b) the conditions of bidding contained in, or referred to in, any RFP Invitation, unless the RFP Invitation is specifically expressed to prevail over these Conditions of Use; and

9 Availability of Procurement Portal

- (a) As electronic services are subject to interruption or breakdown, access to Procurement Portal is offered on an “as is” and “as available” basis only.
- (b) TIME does not guarantee that the Procurement Portal or the Web Site will be free from viruses, or that access to the Web Site or Procurement Portal will function as intended or be uninterrupted.
- (c) TIME may limit or restrict the use you may make of Procurement Portal.
- (d) For security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Conditions of Use by you, TIME may withdraw Procurement Portal at any time and without notice or liability to you.

10 Data Security

10.1 Confidentiality of Information

TIME will take all reasonable precautions to protect information on Procurement Portal from misuse and loss and from unauthorized access, modification or disclosure, during transmission to TIME or while stored on Procurement Portal. But you acknowledge that:

- (a) the security of the information that you submit to TIME through Procurement Portal cannot be guaranteed; and
- (b) TIME dotCom Berhad will not be liable if information stored in Procurement Portal is disclosed to somebody other than you.

10.2 Data backups

- (a) TIME may back up data stored in Procurement Portal for its own purposes only.
- (b) You should be responsible to backup the information sent or generated using your Identifier, and all Messages sent to you by TIME.
- (c) TIME is not obliged to provide you with a copy of any Message or other information that you store on Procurement Portal.
- (d) TIME will not be held liable for any loss of any of your information.

11 Accuracy of content

While reasonable steps have been undertaken to ensure that information is free from error, TIME makes no warranty that:

- (b) the content on Procurement Portal will be error-free, accurate, adequate or complete; or
- (c) the quality of any information available through Procurement Portal will meet your expectations.

You should check the accuracy and completeness of all Messages and other information on Procurement Portal yourself.

12 Viruses

- (a) TIME cannot guarantee that Procurement Portal and any other information or material contained in, downloaded from or accessible to you via Procurement Portal, will be free from computer viruses or any other defect or error which may affect your software or systems. To protect your software and systems we suggest you install and implement your own system protection software.
- (b) Your transmission to TIME will be examined for known viruses using the TIME standard operating environment scanning and detection tools. If a virus is detected in your transmission, the transmission may be rejected and will be deemed not to have occurred.
- (c) You are advised, where a transmission failure has occurred, to clean and resubmit the transmitted data. TIME accepts no liability if your transaction fails due to viral problems.

13 TIME liability limited

13.1 Important Disclaimer

You acknowledge and agree that subject to clause 13.2:

- (a) TIME;
- (b) any other person whose website is linked to [TIME](#) website ; and
- (c) any officer, employee, agent or related company of any of the persons referred to in sub-clause (a) and (b) above, (each a “Protected Party”) are not liable for any claim (including, but not limited to, by negligence of any Protected Party), suffered or incurred by you arising from or in connection with your use of Procurement Portal or the Web Site.

You must indemnify the Protected Party against any loss suffered or incurred by that Protected Party arising from or in connection with any claim made against the Protected Party.

13.2 Exclusion of warranties

Save and except for the express terms and warranties set out in these Conditions of Use; and those implied terms or warranties that are imposed by statute that are mandatory and cannot be excluded, TIME gives no warranties and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute or common law, or otherwise howsoever, are expressly excluded.

13.3 Exclusion of liability for content

(a) You acknowledge that content may be placed on Procurement Portal by persons other than TIME. TIME is not liable for any type of information placed on Procurement Portal by any person.

(b) TIME does not guarantee or warrant the security of any data that is transmitted or generated using Procurement Portal.

13.4 No third party beneficiaries

These Conditions of Use do not provide any person or entity that is not a party to these Conditions of Use with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

13.5 Restrictions on use of Procurement Portal

You must do all things necessary to preserve and maintain the integrity and security of Procurement Portal, and this obligation includes the following:

- (a) you must ensure that only users within your organization who have been specifically authorised by TIME to use Procurement Portal are allowed to access or use Procurement Portal;
- (b) you must ensure that there is no unauthorized access or use of Procurement Portal or your Identifier;
- (c) you must ensure that your Identifier is treated with extreme care; and
- (d) you must use Procurement Portal only to conduct transactions, communications or queries for your own organizational use.

13.6 No aggregating, copying or disassembling

You must not, either through yourself or any third party:

- (a) use any robot, spider, screen scraper, data aggregation tools or other automatic device or manual process to process, monitor, copy or extract any web pages on Procurement Portal, or any of the information, content or data contained within, or accessible through Procurement Portal, without TIME prior written permission;
- (b) use any data aggregation tools or processes, aggregate or combine information, content or data contained within or accessible through Procurement Portal with information, content or data accessible via or sourced from any third party;
- (c) use any device, software, process or routine to interfere or attempt to interfere with the proper working of Procurement Portal or any transaction or process being conducted on or through it;
- (d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to Procurement Portal or the Web Site;
- (e) reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with Procurement Portal; or
- (f) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from Procurement Portal without TIME prior written permission.

13.7 No unlawful use

You must not use, or allow any person to use the Procurement Portal:

- (a) fraudulently or illegally, or for any obscene, offensive or illegal purpose; or
- (b) to defraud or deceive TIME .

14 Your warranties

14.1 Authority

You warrant that:

- (a) you are of legal age to, and authorised to, enter into these Conditions of Use and be bound by them;
- (b) you have full legal authority to bind the company or other legal entity on whose behalf you are entering into these Conditions of Use;
- (c) the legal entity on whose behalf you are entering into these Conditions of Use is validly existing, not insolvent and has the legal capacity and power to enter into, perform and comply with its obligations under these Conditions of Use; and
- (d) both you and the legal entity on whose behalf you are entering into these Conditions of Use will be bound by these Conditions of Use.

14.2 Information and Messages

You warrant that all Messages and other information that you give to TIME , or that is given on your behalf, in relation to Procurement Portal or these Conditions of Use is or will be:

- (a) complete, accurate and not misleading in any way; and
- (b) transmitted or sent by such persons as are duly authorised by you to transmit or send the Messages and information, and you agree that TIME is under no obligation to check Messages or other communications sent by you or on your behalf to ascertain their completeness, truthfulness or accuracy.

15 Intellectual Property

- (a) All intellectual property rights in Procurement Portal and the content of Procurement Portal is vested in TIME or its affiliates, except as otherwise provided in this clause.
- (b) You receive only a license to use Procurement Portal in accordance with these Conditions of Use.

- (c) Any content that is generated by you or other potential suppliers, and submitted to TIME via Procurement Portal during a bid process will be owned by the author of that content.
- (d) You must not reproduce or reuse any part of Procurement Portal or the content of Procurement Portal (other than material referred to in paragraph (c)) except as is necessary for and incidental to your use of Procurement Portal in accordance with these Conditions of Use, without the prior written permission of TIME.

16 Confidentiality

16.1 Keep information confidential

- (a) You must keep confidential, and not use or disclose any Confidential Information, except as permitted by these Conditions of Use.
- (b) The obligation of confidence in paragraph (a) extends to Confidential Information provided to or obtained by you before entering into these Conditions of Use.

16.2 Exclusions

The obligation of confidence in clause 16.1(a) does not apply to Confidential Information that is:

- (a) required to be disclosed by applicable law or court order or the rules of any stock exchange on which your securities are listed, as long as you disclose the minimum amount of Confidential Information required to satisfy the law, order or rules, and give reasonable notice to TIME before disclosing any information;
- (b) in the public domain otherwise than as a result of a breach of these Conditions of Use or another obligation of confidence;
- (c) independently developed by you; or
- (d) already known by you independently of its interaction with TIME and free of any obligation of confidence.

16.3 Preventing disclosures

You must take all steps and do all things necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information.

16.4 Remedies for breach

- (a) You acknowledge that the value of the Confidential Information is such that an award of damages or an account of profits may not adequately compensate TIME if this clause 16 is breached.
- (b) You acknowledge that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this clause **16**, TIME may seek and obtain an ex-parte interlocutory or final injunction to prohibit or restrain you or your advisers from any breach or threatened breach of this clause 16.

16.5 Survival of obligations

The obligations of confidentiality in this clause 16 survive the expiry or termination of these Conditions of Use.

17 Fees and charges

- (a) There are currently no transaction fees or service charges for using Procurement Portal, unless specifically indicated by TIME.
- (b) TIME may at any time impose or vary fees and charges for the use of or arising out of the use of Procurement Portal, and you must pay TIME any such fees.
- (c) You are responsible for all telephone charges incurred in connecting to Procurement Portal. You are also responsible for any fees and charges imposed by any internet access service provider.
- (d) TIME reserves the right to charge you for any stamp duties or taxes (including any Goods and Services Tax) payable as a result of the use of Procurement Portal.

18 Notices

18.1 Notices must be in writing

All notices and other communication (Notices) which concern Procurement Portal must be in English and in writing.

18.2 How TIME dotCom Berhad will deliver Notices to you

TIME may give you a Notice by:

- (a) sending you a Message via Procurement Portal;
- (b) broadcasting a message on Procurement Portal or on the Web Site;

- (c) delivering it to you by hand or sending it to you by pre-paid post or fax at the address or the fax number that you have last notified to us; or
- (d) subject to clause 18.4, sending it to you by email to the email address you have last notified us of.

18.3 How you may deliver notices to TIME

You may give TIME a Notice by:

- (a) sending us a Message via Procurement Portal; or
- (b) if the Notice concerns Procurement Portal:
 - (1) delivering it to us by hand or sending it to us by pre-paid post or fax; or
 - (2) subject to clause 18.4, sending it by email, to the following address or such other address as we may advise from time to time:

18.4 Excluded Notices

A party must not send an Excluded Notice by email.

18.5 When Notices are taken to have been given and received

- (a) A Message sent via Procurement Portal is regarded as given and received as set out in clause [19](#).
- (b) A Notice sent by post is regarded as given and received on the 2nd Business Day following the date of postage.
- (c) A fax is regarded as given and received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the recipient's fax number, unless the recipient informs the sender that the Notice is illegible or incomplete within 4 hours of it being transmitted.
- (d) A Notice delivered or received other than on a Business Day or after 4.00pm (recipient's time) is regarded as received at 9.00am on the following Business Day and a Notice delivered or received before 9.00am (recipient's time) is regarded as received at 9.00am.
- (e) A Notice sent by email is regarded as given and received on the date shown by a printed "delivery receipt" generated by the sender's computer.

19 Delivery and receipt of Messages

19.1 Messages by TIME

- (a) You are deemed to have received a Message sent by TIME to you when the Message is displayed on your mailbox.
- (b) The date and time of the display of TIME Message on your mailbox will be indicated in the Message or otherwise captured in the Messages Log. You agree that this will constitute evidence of the date and time of your receipt of TIME Message.

19.2 Messages by you

- (a) TIME is deemed to have received a Message sent by you when the email generates an acknowledgement Message containing the date and time of delivery of your Message.
- (b) You agree that the acknowledgement Message constitutes evidence of the date and time of TIME receipt of your Message.

20 General

20.1 Governing law and jurisdiction

- (a) These Conditions of Use are governed by the law in force in Malaysia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Malaysia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Conditions of Use or any Contract.

Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

20.2 Invalidity and enforceability

- (a) If any provision of these Conditions of Use is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 20.2(a) does not apply where enforcement of the provision of these Conditions of Use in accordance with clause 20.2(a) would materially affect the nature or effect of the parties' obligations under these Conditions of Use.

20.3 Waiver

You may not rely on the words or conduct of TIME as a waiver of any right unless the waiver is in writing and signed by TIME.

In this clause 20.3:

- (i) “**conducts**” includes delay in the exercise of a right;
- (ii) “**right**” any right arising under or in connection with these Conditions of Use and includes the right to rely on this clause;
- (ii) “**waiver**” includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

20.4 Acceptance of and changes to Conditions of Use

- (a) You acknowledge and accept that your use of Procurement Portal indicates your acceptance of these Conditions of Use.
- (b) These are the current Conditions of Use. They replace any other terms of use for the Procurement Portal published on the Web Site to date.
- (c) TIME may at any time vary these Conditions of Use for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of Procurement Portal, by publishing the varied Conditions of Use on the Web Site.
- (d) TIME will indicate on the Web Site that these Conditions of Use have changed however TIME is under no obligation to specifically contact or notify you of any variation to these Conditions of Use. You accept that by doing this, TIME has provided you with sufficient notice of the variation. By your use of Procurement Portal after any variation, you are taken to have accepted the new Conditions of Use.

20.5 Assignment of rights

- (a) You must not assign any rights arising out of or under these Conditions of Use without the prior written consent of TIME.
- (b) If you breach clause 20.5(a), TIME may terminate your access to Procurement Portal.
- (c) Clause 20.5(b) does not affect the construction of any other part of these Conditions of Use.

20.6 Further action to be taken at each party's own expense

You must, at your own expense, do all things and execute all documents necessary to give full effect to these Conditions of Use and the transactions contemplated by it.

20.7 Relationship of the parties

- (a) Nothing in these Conditions of Use gives a party authority to bind any other party in any way.
- (b) Nothing in these Conditions of Use imposes any fiduciary duties on a party in relation to any other party.

20.8 Exercise of discretions

- (a) Unless expressly required by these Conditions of Use, TIME is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with these Conditions of Use.
- (b) TIME may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with these Conditions of Use. You must comply with any such conditions.