

## **Terms and Conditions**

Welcome to BMS

The BMS materials and information are provided by the BMS GVRPMS on an "as is" and "as available" basis. Users access to and use of the information, materials and services provided on the BMS is conditional upon users acceptance and compliance with the terms. Depending on what level of service users choose, there may be other terms that govern users relationship with us in conjunction with these terms.

### **General**

The content of terms and conditions may be change, move or delete at any time. Please note that BMS have the rights to change the contents of the terms and conditions without any notice. Any violation of rules and regulations of these terms and conditions, BMS will take immediate actions against the offender(s). Users shall provide true, accurate, current and complete information in all fields indicated as compulsory upon registration. Do not continue to use the BMS if users do not agree to take all the terms and conditions. If users find the data and or information not match, do inform BMS administrator on the change process.

### **Site Contents & Copyrights**

Unless otherwise noted, content in BMS which refer to all data, materials including but not limited to text, software and graphics, including images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear as part of this BMS site, in other words "Contents of the Site" are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled by BMS. Users may not copy, disclose, modify, reformat, display, distribute, sell, perform, publish, remove, change or otherwise make available any of the services or any information access by users whilst using the services or accessing the BMS.

### **Indemnification**

The users shall agree to defend, indemnify and hold BMS harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to users use of the BMS.

### **Link to other sites**

Any access link to third party sites is at users own, BMS will not be related or involve to any such website if the user's content/product(s) got damaged or loss have any connection with third party site.

### **Payment**

BMS Payment related services to users or management body, users are obliged to pay for the services that agreed to with regardless of whether users utilise or fully utilise those services - *if required*. If users do not provide BMS with the necessary materials or information for us to deliver these services, users are still liable to us for settlement. If users do not pay services account on time we may disable users account without notice and refuse to supply further services to users. User only allow to make payment through the channel provided by BMS.

Payment can be made through various payment methods we have available, such as Visa, MasterCard or online payment methods provided by BMS. Payments cards (credit cards or debit cards) are subject to validation checks and authorization by user's card issuer.

BMS will issue bill for the maintenance service or charges on monthly basis. BMS bill payment transaction, for users successful payment to allow the said payment account to be updated within one (1) working day. Online bill will be made available to the users on monthly basis via BMS and the users agrees to verify bill made available online from time to time. The users may elect to receive online bill at a fee of RM1.00 per month or such other fee as may be reasonably determined by BMS from time to time. The minimum transaction charge is RM2 or 5% or whichever higher to the users payment amount and per transaction. Users will get notification via sms and or email online receipt.

### **Refund and Cancellation**

BMS does not monitor cancellation and refund process for any offline transaction. The users acknowledges and agrees that in the event the users made any over payment for services or bills provided. BMS reserve the right to use/offset any such over payment amount including any deposit paid, from any other payments paid by the users or to clear any undisputed outstanding fee or charges for the service (registered under user's name with similar identification card number). In the event where there is no outstanding amount under any account, BMS shall refund any overpayment made. Any overpayment, the said payer must contact to BMS administration office on cancellation and or refund process.

The method of refund will be processed depending on user's original payment method:

- Online Bank Transfer, full refunds will be credited into your bank account via online bank transfer, which should be posted within 5 working days.
- Credit card refunds services, refunds will be sent to the card-issuing bank.

Kindly contact users card-issuing bank with regards to the duration of the credit refunds.

### **Billing Dispute**

BMS shall investigate any billing related charges dispute upon written submission of billing dispute made by the users within thirty (30) days from the date of a bill. Determination by BMS of any billing dispute upon any reasonable investigation made and on the basis of reasonably sufficient supporting documents shall be final and conclusive upon the users.

### **System Maintenance**

BMS provider maintenance and selected authorised third party service providers may be required to undertake maintenance and upkeep BMS from time to time. We will endeavour to limit any 'downtime' to periods outside of standard business hours. BMS provide no warranty to users that services generally available through the site will be uninterrupted or error free. It is user responsibility to ensure that it has the necessary computer hardware and software systems in place to access and utilise BMS.

From time to time, there may be information on BMS that contains error, inaccuracies, omissions, that may relate to service description, billing, availability and article contents. We reserve the rights to correct any errors, inaccuracies, change or edit information without prior notice to the users.

Functionality services offered on or via the BMS, which may include (but is not limited to) services or email, SMS or online transactions, search engines.

### **Termination**

This agreement to BMS users that includes the terms, the rules and the guidelines of acceptable behavior and other useful sections to which users must agree in order to use or access BMS. Any personal data within the meaning of personal data protection act 2010 of any owner that users obtain through users use of the BMS must only be used by users in relation to business requirement and in accordance to privacy laws and other relevant legislation. If we believe that users have misused candidate data for any reason, we reserves the right to immediately suspend or terminate users account, and or suspend.

Users may terminate this agreement at any time. However, BMS may also terminate the agreement with the users without any prior notice and will be denying the access of the user who is unable to comply the terms and conditions.

### **Privacy Notice**

This privacy notice mention on BMS process personal data in accordance with the Personal Data Protection Act 2010 ("PDPA") and the laws of Malaysia. By providing personal data to us, users are agreeing to the provisions of this Privacy Notice and the processing of users personal data as described in this Privacy Notice. BMS is totally committed to protecting the privacy of our site visitors and users.

In order for BMS to provide users the services and to operate in an efficient and effective manner, BMS need to collect personal data from users within the registration and/or subscribe to BMS. Upon submission of the Application Form (whether online or physical), the users shall ensure that all information (and documents) submitted to BMS for the purpose of subscribing to the service (including information requested to be submitted within the application form or information upon BMS request) are accurate, true, current and complete. The personal data collected by us may include the following:-

#### **i. BMS data collection from user**

- Users name, date of birth, identification supporting documents (including NRIC or passport number), gender, nationality and race, current private and/or postal address, property address, telephone or mobile phone number, email address, photo and images, account credentials
- Questions and/or data to facilitate security measures we have for users account
- Users property related account and users payment history
- The acquired products and/or services
- The amount of data that has been received and/or sent by users
- Participation data in BMS survey

- Lodge a complaint with BMS
- Provide feedback to us (for example via our websites or in hard copy)

ii. Purpose of data collection

- BMS identity verification
- Enable BMS services as well as facilities offered
- Facilitate, assess and/or process users application(s)/request(s) for our and/or our related BMS products and/or services
- Provide requester with the products and/or services users have requested
- BMS to administer and manage the products and/or services (including charging, billing, payments and debts) update
- BMS to investigate and resolve any service related issues, billing queries, complaints or other enquiries that users submit to us regarding to services
- BMS to assess and/or verify trustworthy
- BMS to detect and/or prevent fraudulent activity
- BMS to produce data, reports and statistics
- BMS to maintain records required for security, claims or other legal purposes
- BMS to comply with legal and regulatory requirements
- Any other purposes that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities

Users are required to provide the accurate and complete information to us. Do inform us immediately of any changes in any particulars or information given to us, including but not limited to any changes in address and/or contact particulars.

BMS will keep users data as long as necessary for the purposes for which BMS collect and process it unless a longer retention period is required by the Malaysian law.

### **Communication**

If you are users of BMS we may occasionally update you on our latest services, news and special offers via e-mail, text message, post and or voice call. Users will also be given the opportunity to receive such communications from us and selected third parties when you become a member of BMS. All BMS users have the option to opt-out of receiving services update communications from us and/or selected third parties. If you do not wish to continue to receive communications from us and/or selected third parties you should opt-out by contacting BMS administrator to unsubscribe any communications which might we send you.

### **What are Cookies?**

A cookie is a small information file that is sent to users computer and is stored on your hard drive. If you have registered with us then your computer will store an identifying cookie which will save you time each time you re-visit BMS, by remembering your email address for you. Users can change the settings on your browser to prevent cookies being stored on your computer without your explicit consent.

### **Site Statistics**

We may disclose aggregate, anonymised statistics about the number of visitors to this Website or number of services made as required. We use an independent measurement and research company to gather data regarding the visitors to this Website on our behalf using cookies and code which is embedded in the site. Both the cookies and the embedded code provide statistical information about visits to pages on the site, the duration of individual page view, paths taken by visitors through the site, data on visitors screen settings and other general information. BMS uses and services this type of information, as with that obtained from other cookies used on the site, to help it improve the services to its users. Further information regarding the way in which this information is obtained and used can be obtained by contacting us.

### **Disclosures of your information**

We may disclose your personal information to any of our group of companies. We may also disclose your personal information to third parties. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of; or to protect the rights, property, or safety of BMS, our users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **Third Party Sites**

Our site may contain links to and from the websites of our partner networks, advertisers and other third parties. If you follow a link to any of these websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **Checking Your Details**

If users wish to verify the details you have submitted to BMS, users may do so by contacting us via the e-mail address, phone number or address given below. Our security procedures mean that we may request proof of identity before we reveal information. This proof of identity will take the form of your e-mail address, IC number or other related user's details submitted upon registration. Users must therefore keep this information safe as you will be responsible for any action which we take in response to a request from someone using users e-mail and password. We would strongly recommend that users do not use the browser's password memory function as that would permit other people using user's terminal to access personal information. User to ensure user's information access secure and not to be public knowledge and ensure that users access information will not be stored anywhere on a computer or others accessing devices.

### **Contacting Us**

We are always pleased to hear from our users (even if it is a complaint!). We are always grateful for any time you spend providing us with the knowledge we need to ensure our users

are completely satisfied. If you have any questions or feedback about this statement, or if you would like us to stop processing your information, please do not hesitate to contact a member of the BMS administrator, who will be delighted to answer any questions you may have. If users any concern and issues raised related to BMS, please contact hotline +603 3310013

BMS reserves its right to amend this Terms & Conditions, Policy and Privacy Notice from time to time based on business requirement changes, legal and regulatory requirements and applicable laws.