



## **SIMUGEN USER AGREEMENT**

1. Welcome to the [www.simugen-global.com](http://www.simugen-global.com) website (the “**SimuGen Site**” or “**Site**”) which is owned and operated by SimuGen Asia Sdn Bhd (“**SimuGen**” or “**we**” or “**our**” or “**us**”). The terms and conditions provided in this User Agreement and the Privacy Policy which are incorporated by reference apply to your access and use of the SimuGen Site and the services provided therein (collectively, the “**Portal**”). In the event of any inconsistency between the Privacy Policy and this User Agreement, the terms of this User Agreement shall prevail. This User Agreement is a binding agreement between SimuGen and you.
2. Before you are registered as a Portal user, you must read and expressly accept all of the terms and conditions of this User Agreement. Nothing in this User Agreement shall be deemed to confer any third-party rights or benefits. If you do not accept the terms and conditions in this User Agreement, you will not be granted permission to use or access the Portal and you must discontinue use of the Site.
3. We reserve the right to modify this User Agreement at any time and from time to time by posting amended terms on the Site. The amended terms shall be effective immediately upon such terms being posted on the Site. Your continued use of the Portal constitutes your acceptance of the amendments and all current terms of this User Agreement.

### **The Services**

4. Services including online analysis and other services are made available by through the Portal from time to time (collectively, the “**Services**”). Our Services programmes are described on the SimuGen Site. Unless expressly stated otherwise, any new features that augment the current Services, or any new services provided, shall be subject to this User Agreement.

Your acceptance to be bound by this User Agreement and use of the Services indicate that you possess the necessary skills, are able to exercise own professional and good business judgments in utilising or implementing the Services and you further agree that SimuGen shall not be liable for any loss or damages arising from or in connection with your reliance on or use of the Services.

### **SimuGen Workspace Registration and Login**

5. Before you are granted access to the Services you are required to complete the Portal workspace registration form (“**Portal workspace**”). The Portal workspace registration form requires the user to submit the following details:
  - i. username
  - ii. full name
  - iii. email address,
  - iv. unique password(collectively, “**Registration Data**”)

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The issuance of a Portal workspace to any person is solely at our discretion and we reserve the right to refuse the same to any person for any or no reason.

6. In consideration of your use of the Site, you agree that any Data (described in the Privacy Policy), Registration Data, or information you provide to create your Portal workspace or otherwise to be used in connection with the Services will be your sole responsibility and shall always be accurate, correct, complete and up to date. Such Data, Registration Data, or information shall be relied upon by us (in our provision of the Services to you) as being accurate, correct, complete and up to date.

All Portal workspaces must be registered with a valid personal email address that you access regularly so that moderation and notification emails can be sent to you. Portal workspaces registered with an invalid email address or information which is inaccurate, incorrect or incomplete may be terminated or suspended at our sole discretion and Portal users may be required to re-validate their Portal workspace if we believe they have been using an invalid email address or provided any information which is inaccurate, incorrect or incomplete.

7. You are solely responsible for the confidentiality of the username and password of your Portal workspace and all activities that occur under your username and password. If the Portal workspace is used by multiple members, there may be more than one username and password made available to the Portal workspace. The organisation or person (i.e. workspace administrator) in respect of whose name the application for the Portal workspace is made shall be responsible for the confidentiality of each and every username and password applicable to that Portal workspace. We may, at our discretion, suspend or terminate your Portal workspace if you have disclosed details of the same to another person. You agree to immediately notify us of any unauthorised use of your Portal workspace, password or username, or any other breach of security of which you are aware. You must properly log out of your Portal workspace at the end of each session. In this regard, we reserve the right to require Portal users to change their username and passwords for security purposes. We shall not be liable for any loss or damage arising from your failure to comply with the requirements herein.
8. Portal users whose workspaces have been suspended or terminated for any reason whatsoever will not be granted access to the Portal and the Services and we reserve the right, without limitation, to refuse any and all current or future use by you of the Portal and the Services including access to your Data, Registration Data and Confidential Information etc. which reside on our server.
9. You bear sole responsibility to retain copies of your own Data, Registration Data and Confidential Information etc. and to download the analysis, results, reports or models provided as part of the Services within 30 days of its publication or otherwise from the time we notify you that it is ready for you. While we take reasonable precautions to ensure that the Services are available all the time, you recognise that we rely on third party communications service providers for connectivity and server hosting. Our Services are provided on an as is as available basis, and we do not guarantee that they will be available all the time.
10. Portal users are prohibited from selling, trading, or otherwise transferring their Portal workspace to another party without our prior written consent.

## Fee for Services

11. Unless otherwise specified for a particular Service programme, you are required to pay for use of a Service through our Credit payment system.

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(a) Credit payment system

A Credit is a sum of money you pay to access and use or extend the use of the Services. The costs of the Credits are set out on the SimuGen Site. Purchase of Credits may be made through our payment portal at [www.simugen-global.com](http://www.simugen-global.com). Credits can be purchased in batches from SimuGen. You will be invoiced each time you purchase a Credit. Your Credit will be debited upon each use of a Service. You may not use any Service unless you have sufficient Credits for that use.

The exchange rates for the currencies will be set at the first day of every month. Payment for Credits and invoices can be done through credit card payment or bank transfer in a number of currencies. If you have purchased in error, you must inform SimuGen within 24 hours of subscribing and must not use any Services during that time. If use can be traced to your account, no refund will be provided.

SimuGen reserves the right to change the cost of Credits from time to time and any such changes may affect the price of subsequent purchases. SimuGen reserves the right to make any special offers to any customer it deems appropriate. Whilst the Services remain available for use, SimuGen will not provide you with a cash refund of any Credits.

(b) Payment against invoice

For other Service programmes, payment may if determined by us be made against an invoice. Please go to the SimuGen Site for more information regarding this mode of payment.

## Termination

12. You hereby agree that we may at our sole discretion immediately terminate your Portal workspace (or any part thereof), use and access to Services at any time without prior notice, and for any or no reason. Without limiting the foregoing, the following acts or events amongst others, will lead to the termination of a user's Portal workspace:-

- (a) any breach or violation of this User Agreement or any other related agreements or guidelines in connection with the Services;
- (b) requests by law enforcement or other government agencies;
- (c) a request by you (self-initiated workspace deletions);
- (d) unexpected technical issues or problems; or
- (e) extended periods of inactivity including instances where there are no purchase or use of Services for more than 12 consecutive months; or
- (f) decision made by SimuGen to cease any part of its operations including, without limitation, the SimuGen Site.

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13. Termination of your Portal workspace includes removal of access to all Services (or any part thereof) the Portal and may also bar you from future use of the Portal at our sole discretion. Furthermore, you agree that any termination of your Portal workspace shall be made at our sole discretion and that we shall not be liable to you or any third-party for the same.
14. In the event SimuGen Site ceases its operations, you will be notified by us of the cessation and, subject to applicable laws, all documents, records, information and data submitted by you to SimuGen shall be destroyed or otherwise returned to you at your request and own costs.

### **Licence and User Conduct**

15. The software used in connection with the Portal and the Services, as amended from time to time (“**Software**”) belongs to us. Pursuant to this User Agreement, we grant you a personal, revocable, non-transferable and non-exclusive temporary right and licence to use the Software provided that you agree NOT to:-
  - use the Software, the Portal and the Services for any illegal purpose, including but not limited to conspiring to violate laws;
  - copy, modify in any manner or form, create a derivative work of, reverse engineer, reverse assemble, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software;
  - upload or otherwise make available any information/data, which includes information that you do not have the right to disclose or make available under any law or under any contractual or fiduciary obligation (such as insider information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - upload or otherwise make available any information/data that infringes upon a party’s patents, trademarks, trade secrets, copyrights or other proprietary rights;
  - upload, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal;
  - use manual or automated software, devices, or other processes to “crawl” or “spider” any web pages contained in the Portal;
  - monitor, copy or allow others to monitor or copy, our web pages or the content contained in the Portal;
  - “frame” or otherwise simulate the appearance or function of the Portal;
  - attempt to gain unauthorised access;
  - use the Portal for spamming or advertising activities;
  - facilitate or encourage any violations or breaches of this User Agreement.

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16. If you commit any of the above acts, we may in our sole discretion, terminate or suspend your Portal workspace and the Services. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who commits any of the above acts, including reporting such violator to the appropriate legal authorities.
17. You are responsible to export or download the analysis, results, reports or models provided as part of the Services as soon as such analysis, results, reports or models are made available to you. Whilst such analysis, results, reports or models may be made available to you for a reasonable period of time after they are uploaded onto the Site or otherwise made available to you, you agree that we shall not be obliged to keep such information or documents available for more than 12 months and shall not be liable for any loss of analysis, results, reports, models or Services for any reason.

### International Use

18. The Portal and our provision of the Services are designed to comply with Malaysian law. Notwithstanding, recognising the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Malaysia or the country in which you reside.

### Intellectual Property

19. You acknowledge that the Portal contains information, text, data, images, graphics, button icons, unregistered trade marks, illustrations, photographs, audio clips, music, sounds, pictures, videos, software or other forms and formats now known or later invented (“**Content**”).
20. The copyright in some of this Content, including the Software, belongs to us (“**SimuGen Content**”) whilst the Data, the Registration Data and the analysis, results, reports and/or your own created models rendered as part of the Services (subject to full payment), belong to you. You may download the SimuGen Content for your own personal, non-commercial use, provided all copyright and other proprietary notices are not removed or modified and are kept intact. The copying, redistribution, re-posting, publication, modification, adaptation, alteration, creation of derivative work, reverse engineering, selling, renting of any of the SimuGen Content or any portion of the Site for any public or commercial purposes by you, or any third party allowed by you, is prohibited unless you have obtained our prior written consent.
21. The trade marks, logos, characters and service marks displayed on the Portal are unregistered or registered trade marks belonging to us (“**SimuGen Marks**”). Nothing contained on the Portal should be construed as granting, by implication, estoppel or otherwise, any licence or right in and to the SimuGen Marks without our prior written consent. We will aggressively enforce our intellectual property rights in and to the SimuGen Content and SimuGen Marks to the fullest extent of the law, including seeking criminal sanctions.
22. For the avoidance of doubt, the Data, Registration Data, Confidential Information and the analysis, results, reports and/or your own created models rendered as part of the Services, belong to you and shall be your sole responsibility.

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### SimuGen Communications

23. In the course of providing the services on the Portal, we may need to communicate with you via email (see our Privacy Policy to learn more about communications). You agree to receive emails, which are specific to your workspace and necessary for the normal functioning of the Portal. You also hereby agree to have your name and/or email address listed in the header of certain communications that you initiate on the Portal.

### Hyperlinks

24. The Portal may contain links to other websites (“**Third Party Sites**”). We are not responsible for and may not have control over the content of any Third Party Sites, which are provided by companies or persons other than ourselves. We do not review the content of the Third Party Sites provided or linked on the Portal. Consequently, we are not responsible for the accuracy, copyright compliance, legality or decency of material contained in Third Party Sites linked from or otherwise linked to the Portal. The inclusion of any link to Third Party Sites does not imply endorsement by us of any advertising, products or other materials on or available from Third Party Sites. Your linking to Third Party Sites is at your own risk and you agree that we are not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy or existence or any advertising, products or other materials on or available from Third Party Sites.

25. Hyper-linking to the Portal, in any manner, is not permitted without our prior written permission.

### Advertisements

26. We may from time to time post advertisements on the Portal in relation to our products or third party products. The inclusion of such advertisements however does not imply endorsement by us of any of the products or its benefits to you and you agree that we are not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you or any person on the completeness, accuracy or existence of any advertising, products or such other materials being made available on the Portal.

### Confidential Information

27. We acknowledge that:

- (i) the Data; and
- (ii) such other information clearly identified by you as confidential (“**Confidential Information**”), submitted to us or entered by you into the Portal for the purposes of enabling us to provide the Services is confidential and will remain your property.

You authorise us (and any third party contractors engaged by us to perform the Services) to have access to and make use of the Registration Data, Data and the Confidential Information to the extent it is necessary and appropriate for the purposes of providing the Services to you and the performance by us (and any third party

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contractors engaged by us to perform the Services) of the obligations under this User Agreement provided that any such third party subcontractor shall have first agreed to be bound by a confidential and non-disclosure agreement entered into with SimuGen. Upon expiration or termination of this User Agreement for subcontractor of such information which at the relevant time is in our or the third party subcontractor's possession, unless otherwise instructed by you to return to you at your own costs (provided further that such information is capable of being returned).

28. We ask that you do not unnecessarily disclose to us any information which you deem as confidential or trade secrets other than such information as requested by us to enable us to provide you with the Services. You must clearly indicate to us if any such information submitted to us is confidential by clearly marking it as "Confidential Information", failing which you agree that such information may be published, disclosed, transmitted and circulated in accordance with this Privacy Policy and that we shall not be liable for any loss or damage arising from the publication, disclosure, transmission or circulation of such information.
29. Whilst we undertake to use the reasonable efforts to prevent the disclosure and to protect your Confidential Information, as we would do to prevent the disclosure and protect our own confidential information, no security measures are perfect or impenetrable and we cannot guarantee that there will not be any violation or unlawful access to or breach into our system or circumvention of any privacy settings or security measures contained on the Portal, such that the Confidential Information may be disclosed, stolen or breached. You agree that we, our officers, employees, agents, subsidiaries and/or affiliates shall not be liable to you for any loss or damages, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses, including but not limited to, lost of profits and loss of use, arising or in connection with any violation, unlawful access or breach.
30. Without limitation to the terms and conditions set forth in our Privacy Policy, you understand and agree that we may disclose your Registration Data and Confidential Information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, to enforce this Agreement, or protect the rights, property, or safety of the Portal, its users, and the public. Save for the foregoing, we shall not disclose the Registration Data, Data or Confidential Information without your prior consent.
31. You agree that save for Confidential Information, Data and Registration Data, all other information submitted to us may be published, disclosed, transmitted and circulated and that we shall not be liable for any loss or damage arising from the publication, disclosure, transmission or circulation of such information.

## Security

32. Any data provided to us is securely stored in SimuGen's cloud server to which only authorised subcontractors and employees of SimuGen can have access. Such access is given only to the extent necessary to enable such persons to perform the Services. To protect the confidentiality of your Data, we may require that data or information submitted to us or the Portal be encrypted and in this connection, you agree to comply with SimuGen's protocols and procedures.

## Disclaimer

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33. You agree that the Data submitted or entered by you into the Portal is your sole responsibility. SimuGen shall not be liable for any inaccuracy, incompleteness, insufficiency or defect of the Data and consequently of the Services provided to you as a result of the inaccuracy, incompleteness, insufficiency or defect. You further agree to indemnify and hold us harmless from any and all claims, actions, damages, liabilities, costs and expenses arising from the inaccuracy, incompleteness, insufficiency or defect of the Data.
34. You agree that the Services are provided to you on the assumption that you have the necessary skills, know-how, standards and technology which enable you to exercise your own professional and business judgments in utilising or implementing the results from the Services and you further agree not to rely on any representation made by SimuGen or its Services in implementing your professional or business judgments or decisions. On this basis you agree that neither we nor any of our officers, employees, agents, subsidiaries and/or affiliates shall be liable to you for any damages, including without limitation, direct or indirect, special, incidental or consequential damages, injury, losses or expenses, including but not limited to, loss of profits and loss of use, arising or in connection with the use of and reliance by you on our Services.
35. You agree that your use of the Portal is at your own risk and that the Services provided therein are “as is” and “as available”, without warranty of any kind, whether expressed or implied, including but not limited to implied warranties on merchantability, fitness for a particular purpose and non-infringement.
36. In providing our Services, we do not assume any responsibility for prompt or proper delivery or retention of any information on the Portal, neither do we assume any responsibility for the accuracy or existence of any information. In particular, we make no warranty that:-
- (a) the Portal will meet your requirements or achieve a particular result;
  - (b) access to the Portal will be uninterrupted, timely, secure, or error-free;
  - (c) the results that may be obtained from use of the Portal will be accurate or reliable;
  - (d) the quality of any products, services, information or other material purchased or obtained by you from other Portal users through the Portal will meet your expectations; and
  - (e) any errors in the software used on or in connection with the Portal will be corrected.
37. You agree that any material downloaded or otherwise obtained through your use of the Portal or the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
38. We do not represent or warrant that the Software, Content or materials on the Portal or the server that makes it available are accurate, complete, reliable, current or error-free or that it is free of viruses or other harmful components. If your use of the Portal or the Services results in your need to service or replace any property, material, equipment, data, or other item, you agree that we will not be liable for those costs, neither are we nor any other party involved in creating, producing or delivering the Portal liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, the Portal or the Services. No advice or information, whether oral or written, obtained by you from us or through or from the Portal shall create any warranty not expressly stated in this User Agreement.

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39. You agree that if we do not exercise or enforce any legal right or remedy which is contained in this User Agreement (or which we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

### **Limitation of Liability**

40. SimuGen shall not be liable to you or any party, whether in contract, equity, tort or otherwise, for any indirect, consequential or incidental damages for any act or omission arising out of or in connection with Services or use of the Portal, including any losses, expenses or damages (including personal injury or death or property damage) incurred by reason of loss of use, loss of revenues or profits, costs of substitute services and any similar or dissimilar damages, expenses or losses.

41. Notwithstanding anything contained herein, SimuGen's maximum total liability for damages to you in connection with this User Agreement for any cause or causes, and regardless of the form(s) of the action, shall be limited to the Fee paid by you to SimuGen for the particular report or analysis complained of.

### **Indemnification**

42. You agree to indemnify, defend and hold us harmless (including our directors, officers, employees, agents, subsidiaries, affiliates and/or other partners) from any damages, liabilities, costs and expenses (including reasonable legal fees) on account of any claim, suit, action, demand or proceedings made or brought against any such party, or on account of the investigation, defence, or settlement thereof, arising in connection with your use of the Portal and the Services, your violation of this User Agreement and your violation of any rights of any other person in connection with the Portal.

### **Waiver & Severability**

43. If any court of law having the jurisdiction to decide on this matter, rules that any provision of this User Agreement is invalid or unenforceable, then that provision will be removed without affecting the rest of the terms and conditions in this User Agreement and the remaining provisions herein shall continue to be valid and enforceable.

### **Entire Agreement**

44. This User Agreement and the Privacy Policy constitute the entire agreement between you and us and govern your use of the Portal, superseding any prior agreements on the same. No representations or statements of any kind which are not expressly included in this User Agreement shall be binding on us, our directors, officers, employees, agents, subsidiaries and/or affiliates.

### **Governing Law**

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45. This User Agreement will be governed by and construed in accordance with the laws of Malaysia applicable in Kuala Lumpur. Notwithstanding this, you shall comply with all applicable domestic and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Portal.

#### **General Information**

46. The section titles of this User Agreement are displayed for convenience only and have no legal effect. Please send any questions or comments or report violations of this User Agreement to [legal@simugen-global.com](mailto:legal@simugen-global.com).

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