

E-SERVICE FORM

Date : ____/____/____

Please tick (✓) the relevant box

Category: Investor Agent
Type Of Application: New Reissue Terminate Facility

| | | |
|--------------------------------|---------------|--------------------------------------|
| Name | : | |
| NRIC / Passport No. | : | Agent Code (for agent only) : |
| Home Address | : | |
| | | |
| Postcode : | Town : | State : |
| Contact No. (Home) | : | (H/P) : |
| E-mail Address (if any) | : | |

Note:

Your username and password mailer will only be generated and sent to the registered address maintained in our database. Should there be any change of correspondence address, we would appreciate it if you could inform us in writing or complete our "Change Of Correspondence Address Form" for an immediate update.

I hereby agree to the terms and conditions stated overleaf.

(Signature)

Note:

1. Please read terms and conditions overleaf before completing and signing this form.
2. Kindly attach a photocopy of your NRIC (back and front) or Passport and submit together with this form directly to Pacific Mutual Head Office, branch or agency office nearest to you.
3. The username and password will be only issued in the name of the first unitholder.
4. If you have not received your username and password after seven business days from the date of your application, kindly contact us at 03-7725 9877.

Branches:

| | | Tel | Fax |
|--------------|--|-------------|-------------|
| Pulau Pinang | : 78 Ground Floor, Lebuhraya, 10200 Pulau Pinang | 04-261 5188 | 04-261 5189 |
| Perak | : 9A, Persiaran Greentown 8, Pusat Perdagangan Greentown, 30450 Ipoh, Perak | 05-242 4322 | 05-242 4323 |
| Melaka | : 601 & 601A, Jalan Melaka Raya 10, Taman Melaka Raya, 75000 Melaka | 06-282 8788 | 06-286 8788 |
| Johor | : 114A, 1st Floor, Jalan Harimau Tarum, Taman Century, 80250 Johor Bahru | 07-335 2098 | 07-335 2099 |
| Sarawak | : Lot 893, 2nd Floor, Waterfront Commercial Centre, 98000 Miri, Sarawak | 085-428 055 | 085-438 055 |
| | : 87-B, Ground Floor, Jalan Ban Hock, 93100 Kuching, Sarawak | 082-233 933 | 082-422 733 |
| Sabah | : Block BC, Lot 16, 1st Lorong Ikan Juara, Sadong Jaya, 88100 Kota Kinabalu, Sabah | 088-251 088 | 088-251 059 |

TERMS AND CONDITIONS GOVERNING PACIFIC MUTUAL e-Service

1. Pacific Mutual Fund Bhd ("Pacific Mutual") provides users with access to a collection of online resources, including, various communications tools and personalised content through its network of properties (the "e-Service"). By accessing, viewing and/ or using the e-Service (for yourself or any third party), you agree that you would have signalled your consent and acceptance to these Terms and Conditions.
2. In consideration of your use of the e-Service, you agree to:
 - a) provide true, accurate, current and complete information about yourself as required by Pacific Mutual (such information known as "Registration Data"); and
 - b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
 - c) If you provide any information that is untrue, inaccurate, not current or incomplete, or Pacific Mutual has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Pacific Mutual has the right to suspend or terminate your account and refuse any and all current or future use of the e-Service (or any portion thereof).
3. You will receive a password and account designation upon completing the e-Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to :
 - a) observe all security measures prescribed by Pacific Mutual relating to the e-Service and your password;
 - b) not to reveal your password to anyone including Pacific Mutual's staff at any time and under any circumstance;
 - c) immediately notify Pacific Mutual if the password is exposed or suspected to be exposed to another person, in which case Pacific Mutual will issue another password to you;
 - d) immediately notify Pacific Mutual of any unauthorised use of your password or account and any other breach of security; and
 - e) ensure that you exit from your account at the end of each session.
4. You agree not to use the e-Service to:
 - a) upload, post, e-mail or otherwise transmit any information, data, text, software, music, sounds, photographs, graphics, video, messages and other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b) impersonate any person or entity, including, but not limited to, a Pacific Mutual staff, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - c) upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships; and
 - d) upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
5. Pacific Mutual shall, in the absence of wilful misconduct or negligence on its part, not be liable for any loss or damage suffered by you arising out of the e-Service.
6. These Terms and Conditions are not exhaustive and Pacific Mutual reserves the absolute right to add, delete or amend these Terms and Conditions at any time and prior written notice of the same shall be given to you in the form and manner determined by Pacific Mutual. All notices to you sent by ordinary post or left at the address given to Pacific Mutual or at your last known address shall be deemed to have been delivered in the ordinary course of post or on the day so left.
7. You shall indemnify and hold harmless Pacific Mutual and their affiliates, employees, directors, officers and agents from and against any claim arising in any way out of your use of e-Service or any breach of your obligations under these Terms and Conditions, and you will pay all costs damages and legal fees incurred in connection with such claim other than:
 - a) A claim based upon alleged infringement by Pacific Mutual or a source of any third party intellectual property right; or
 - b) Insofar as Pacific Mutual accept liability under the other provisions of these terms and conditions.
8. You agree that Pacific Mutual in its sole discretion, may terminate your password, account (or any part thereof) or use of the e-Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Pacific Mutual believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Pacific Mutual may also in its sole discretion and at any time discontinue providing the e-Service, or any part thereof, with or without notice. You agree that any termination of your access to the e-Service under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that these Terms and Conditions may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the e-Service. Further, you agree that Pacific Mutual shall not be liable to you or any third party for any termination of your access to the e-Service.
9. You expressly acknowledge and agree that:
 - a) your use of the e-Service is at your sole risk. The service is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, Pacific Mutual expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right;
 - b) Pacific Mutual makes no warranty or representation that (i) the e-Service will meet your requirements, (ii) the e-Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the e-Service will be accurate or reliable, and (iv) any errors in the Software will be corrected;
 - c) any material downloaded or otherwise obtained through the use of the e-Service 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; and
 - d) no advice or information, whether oral or written, obtained by you from Pacific Mutual or through or from the e-Service shall create any warranty or other obligation not expressly stated in these Terms and Conditions.
10. These Term and Conditions and all activities contemplated by these Terms and Conditions are subject to the laws of Malaysia. You agree to submit to the exclusive jurisdiction of the Malaysian Courts any matter or issue arising from these Terms and Conditions or your use of the e-Service.