

# Opus Touch - Corporate Application Form

## SECTION 1: CORPORATE DETAILS

Name of Corporation : .....

Company Registration No. : .....

### Application for Access to Opus Touch - Corporate as Administrators

We hereby authorise Opus Asset Management Sdn Bhd to grant access to Opus Touch - Corporate at <https://touch.opusasset.com>, for the following personnel as Administrators with details as follows:

**Please select from the options below:**

New/Additional Administrator Application

*(Please proceed to **SECTION 2** to fill up the details)*

Removal of Administrator

Kindly provide the existing email(s) of Personnel(s) for Removal:

1) ..... 2) .....

*(Please complete **SECTION 2** if there are replacement(s))*

## SECTION 2: ADMINISTRATOR DETAILS

### ADMINISTRATOR (1)

Name of Personnel (as per NRIC/Passport) : .....

NRIC No. (New)/Passport No. : .....  
*(Kindly furnish an original sighted copy of the NRIC (New)/Passport)*

Designation : .....

Contact No. (Office) : .....

E-mail (as username login) : .....

### ADMINISTRATOR (2)

Name of Personnel (as per NRIC/Passport) : .....

NRIC No. (New)/Passport No. : .....  
*(Kindly furnish an original sighted copy of the NRIC (New)/Passport)*

Designation : .....

Contact No. (Office) : .....

E-mail (as username login) : .....

## SECTION 3: DECLARATION

1. We hereby declare that the above particulars are true and correct.

2. We have read and fully understood the contents of the Terms and Conditions of Use as stated in Section 4 of this application form and agree to be bound by the aforementioned terms and conditions.

Authorised Signatory(ies)

.....

Name:

Designation:

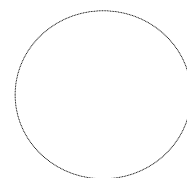
Date:

.....

Name:

Designation:

Date:



Please Affix Company Stamp

## SECTION 4: TERMS AND CONDITIONS OF USE

PLEASE READ THESE NOTES BEFORE COMPLETING THE APPLICATION FORM

### 1. Introduction and Acceptance

- 1.1 By registering to use OPUS TOUCH – CORPORATE (“this Portal”), you agree to follow the Terms and Conditions of Use Policy, to utilise this Portal only for bona fide and lawful purposes permitted under the Terms and Conditions and to update your software and hardware if necessary to use this Portal. Opus Asset Management Sdn. Bhd. (“OpusAM”) shall have the right at any time to change or discontinue any aspect or feature, of this Portal, including, but not limited to, contents, hours of availability and software and hardware requirements for access and utilisation.
- 1.2 Please read these Terms and Conditions carefully before using this Portal. If you do not agree with the Terms and Conditions of Use, you are not granted permission to use this Portal
- 1.3 All references in these Terms and Conditions of Use Policy to “we,” “us,” or “our” shall refer to OpusAM.
- 1.4 All references in these Terms and Conditions of Use Policy to “you” or “your” shall refer to the users and/or administrator of this Portal. Users and/or Administrators means a person: (a) who has access via a web link to OpusAM's website; and/ or (b) such other person duly authorised by OpusAM from time-to-time to access and/ or use this Portal.

### 2. Access

- 2.1 After verification, you will be authorised to access the Portal. You must keep your user ID and password secure at all times. You must not disclose your user ID or password to, or share it with others.
- 2.2 This Portal is for internal use only. You shall not provide or forward any parts of this Portal whether in softcopy or hardcopy to third parties. You are fully responsible for all activities that occur throughout the continuous use of your ID and password. OpusAM may rightfully assume that any person accessing this Portal using your Login ID and password is you.
- 2.3 Unauthorised use and allocation of passwords may lead to revocation of access to this Portal for you or your corporation.
- 2.4 You must immediately notify OpusAM if you become aware that your password details have been compromised or are known by a third party or there has been unauthorised use of your account and login details.
- 2.5 OpusAM reserves the right to accept or reject your application to access this Portal without any reason whatsoever and without compensation to you or your corporation. OpusAM has the discretion to terminate any Login ID to disable your access to this Portal or suspend your access to this Portal without any reason whatsoever at any time and without prior notice.

### 3. Usage of this Portal

- 3.1 To use this Portal for internal use only for your corporation, you as the User of this Portal must be currently appointed / authorised by your corporation to access that data and/or carry out that transaction on their behalf, and that said appointment / authorisation must not be revoked.
- 3.2 In the event of any revocation of appointment / authorisation, your corporation must inform OpusAM immediately and it shall be the corporation's full responsibility to update any changes in the details of its registered Users and Administrators to OpusAM.

### 4. User and Administrator Details

- 4.1 You warrant that all information provided by you in connection with your use of this Portal is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.
- 4.2 You agree that OpusAM may rely on that information unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this warranty.

### 5. Corporation's Obligations and Restrictions

- 5.1 You shall be solely responsible for:
  - a) The installation, setting-up, suitability and configuration of equipment (including hardware and software) for access to this

Portal including the setting-up of sub-accounts to be used by your employees, officers and/or affiliates;

- b) Obtaining, at your own cost, all licenses, permits, consents, approvals and rights (including without limitation, intellectual property rights) as may be required to use this Portal; and
- c) Protecting the secrecy of all information related to the use of this Portal and not revealing the same to any third party.

### 6. Indemnity

- 6.1 You hereby irrevocably agree to indemnify and keep indemnified OpusAM, its directors, officers and employees from all liabilities, claims, losses and expenses that may be incurred by OpusAM in connection with or arising from:
  - a) Your use or misuse of this Portal and the services provided herein;
  - b) Your breach of these Terms and Conditions howsoever occasioned; and/or
  - c) Any intellectual property right or proprietary right infringement claim made by a third party against OpusAM in connection with your use of this Portal.

### 7. Limitation of liability

- 7.1 OpusAM, its directors, officers and employees shall not be liable including but not limited to negligence for any direct, indirect, special, incidental or consequential damages whatsoever resulting from the use or inability to use this Portal.
- 7.2 In addition to Clause 7.1 above, in no event shall OpusAM be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of this Portal, with the delay or inability to use this Portal, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this website, or otherwise arising out of the use of this Portal, whether based on contract, tort, strict liability or otherwise.
- 7.3 The services provided by and contents of this Portal are provided “as is” and “as available” without any warranties of any kind whether expressed or implied made in relation to the correctness, accuracy, timeliness or reliability of the content. OpusAM is only responsible for the reliability of data and information that is within its control. OpusAM is not liable for any data or information entered by the Users/Administrators or their sub-account Users nor is OpusAM liable for the accuracy or content or information or material that is provided to you and which you edit, amend, alter and provide to any third party or provide in a different form than is prescribed on this Portal.
- 7.4 OpusAM does not guarantee that access to this Portal or the Users' login will be uninterrupted or free from errors or that there will be no interruptions, delays, failures or loss of transmitted information or viruses. However, OpusAM will endeavour to ensure that all necessary measures are taken to limit the possibility of such issues occurring.
- 7.5 OpusAM shall not be liable for transmissions of any electronic viruses or worms or any other software classified as “malware” resulting from or associated with your use of this Portal.

### 8. Copyright

- 8.1 As the Users and/or Administrators, you hereby agree that this Portal and its content including any graphic, text, script, photograph, image and other multimedia work or any combination thereof which is available on this Portal and its services is at all times protected by copyright and any other applicable intellectual property or proprietary rights, all of which are at all times owned exclusively by OpusAM or the relevant third party vendor, affiliate or other third person, where applicable. Copyright in the data and/or reports contained on this Portal is solely owned by OpusAM. No part of this Portal may be commercially dealt with in any manner (including, but not limited to, being used as part of OpusAM's product marketing material(s) for any offer, acceptance, agreement, or solicitation to sell or offer to sell or distribute OpusAM's products or services) without the prior written consent of OpusAM. Prior written consent from OpusAM must be obtained before this Portal may be linked to any other websites or portals. Any person who links to this Portal without prior written consent from OpusAM shall be liable for any claim arising out of the unauthorised linking.
- 8.2 The data and/or reports contained in this Portal is solely for the use of Users and/or Administrators with registered IDs and passwords with OpusAM. In any event these Users and/or Administrators wish to furnish such data and/or reports to any third party (whether directly/indirectly related to the Users and/or Administrators as their own customers), they must first obtain prior consent from OpusAM.

## **9. Privacy**

- 9.1 If there are any further enquiries or further assistance required, you may contact OpusAM via post, email, facsimile transaction or via telephone call at the following:

### **OPUS ASSET MANAGEMENT SDN BHD**

B-19-2, Northpoint offices,  
Mid Valley City,  
No 1, Medan Syed Putra Utara,  
59200 Kuala Lumpur  
Telephone No. : +603 2288 8833  
Facsimile No. : +603 2288 8889  
Email: [clientservices@opusasset.com](mailto:clientservices@opusasset.com)

In addition, you are advised to review our Privacy Policy in the OpusAM website at <https://www.opusasset.com/pdf/privacy-notice.pdf>.

## **10. Termination**

- 10.1 OpusAM reserves the right to terminate and/or restrict your access to this Portal and/or your use of this Portal at any time, for whatsoever reason in particular, and without limitation. OpusAM may terminate and/or suspend your access should you violate any of these Terms and Conditions, or violate the rights of OpusAM, or any other user, or any third party.

## **11. Variation of Terms**

- 11.1 OpusAM reserves the right to amend, vary, add to or delete the Terms and Conditions herein contained at any time and your continued use of this Portal will constitute your acceptance of the amended terms and conditions.

## **12. Severability**

- 12.1 Each of the provisions contained herein is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/or illegal, the enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## **13. Governing Law**

- 13.1 These Terms and Conditions shall be governed by the laws of Malaysia.

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