

# MOBILE APP TERMS & CONDITIONS

[[WWW.GIVER.COM.MY](http://WWW.GIVER.COM.MY)]

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## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

*For Advertisers, our Advertising Terms and Conditions at [Advertising T&C](#)  
shall ALSO be binding on you*

*For Lessee, our Equipment Rental Terms and Conditions at [Terms & Conditions](#)  
shall ALSO be binding on you*

## **AGREEMENT TO TERMS**

These terms and conditions (hereinafter referred to as “Terms and Conditions” or “Terms of Use”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Giver Marketing Sdn. Bhd. (Company Registration No: 202101000798 (1401096-U)) (“we,” “us” or “our”), concerning your access to and use of [www.giver.com.my](http://www.giver.com.my) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

If you are an Advertiser or Lessee (persons/company who rent Media Machine from us), please also read our **Advertising Terms and Conditions** and **Equipment Rental Terms and Conditions** on the Site. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions on the Site. Changes will be effective when posted on the Site with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Site. If you do not agree to abide by these Terms and Conditions, you are not authorized to use, access or participate in the Site.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “legal age”), you must obtain permission of, and be directly supervised by, your parent(s) or legal guardian(s) to use the Site. If you are the parent or legal guardian of a minor who uses the Site, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions on the Site. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Site.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (collectively, the “Trademarks”) are owned or controlled by us or licensed to us, and protected by the Malaysian Copyright Act 1987 and the Malaysian Trade Marks Act 1976 and any statutory amendments or re-enactment made thereof from time to time and any applicable regulations, guidelines and orders made thereunder (collectively, “Copyright and Trade Marks Acts”) and any other Malaysian and international intellectual property legislations, rules and regulations. No license or rights are granted to you and your access or use of the Site should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the Content and the Trademarks except for personal non-commercial use only. Except as expressly provided in these Terms of Use or authorized by us, no part of the Site and no Content or Trademarks may be modified, copied, decompiled, disassembled, framed, downloaded, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited, in any form or by any means, in whole or in part, for any commercial purpose whatsoever, without our express prior written permission. We reserve the rights to bring any action arising from the improper or unauthorised use of the Content and Trademarks on the Site.

## **USER REPRESENTATIONS (APPLICABLE TO ALL)**

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 18, or if so, you have obtained the permission of your parent or legal guardian to use the Site; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law, rules and regulations of Malaysia and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from Malaysia and/or the jurisdiction in which you reside.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the Site. By registering on the Site, using the Site and / or engaging our services, you confirm and certify that the information you provide, including but not limited to, your date of birth is complete, accurate and up-to-date. You agree to update your registration information promptly if it changes. All personal information you provide will be kept secure and processed in accordance with our Privacy Policy. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We are authorised to assume that any person using the Site with your registration is either you, yourself or is authorised to act on your behalf. You are responsible for all actions or activities that occur through or under your registration, unless you report misuse on a timely basis. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. We also have the right to permanently remove inactive registrations, and disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use. You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use, and that they comply with them.

## **ACCESSING THE SITE**

We cannot guarantee that the Site will operate continuously or without interruptions or be error-free. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable to you if for any reason the Site is unavailable at any time or for any period. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Site or any computer system, server, router or any other internet-connected device. You are responsible for ensuring that your device system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. You also understand that we cannot and do not guarantee or warrant that any content of the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output. From time to time, we may restrict access to some features or parts of the Site, or the entire Site, to users who have registered with us.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly

or indirectly, a collection, compilation, database, or directory without written permission from us.

2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. engage in unauthorized framing of or linking to the Site.
5. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
6. make improper use of our support services or submit false reports of abuse or misconduct.
7. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
9. attempt to impersonate another user or person or use the username of another user.
10. sell or otherwise transfer your profile.
11. use any information obtained from the Site in order to harass, abuse, or harm another person.
12. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
13. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
14. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
15. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
16. delete the copyright or other proprietary rights notice from any Content.
17. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
19. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
20. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
21. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

22. use the Site in a manner inconsistent with any applicable laws or regulations.

## **MOBILE APPLICATION LICENSE**

### **Use License**

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (5) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile

application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **SOCIAL MEDIA**

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you

hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **ADVERTISERS REPRESENTATION**

### ***(applicable to Advertisers only)***

We allow advertisers to display their contents ("Advertisements") and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. As an advertiser, you further represent and warrant that (in addition to the user representations above): (1) you are 18 or above (2) you have created or own any material you submit via the Site and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below; (3) by displaying your Advertisements on the Site, you will not infringe upon or violate any contracts with third parties; (4) your Advertisements and all elements thereof are not subject to any third party claim and no payments will be required to be made to any third party in connection with the use of the Advertisements. In the event any such payments are required, you will be solely responsible therefor and indemnify and hold us harmless in connection therewith; (5) you have the full legal authority to use and to authorize us to use all elements in and pertaining to the Advertisements submitted for insertion that are subject to protection under the law, including and without limitation to, copyright, trademark, patents, trade secrets, right to privacy, right to publicity or other personal or proprietary rights. In the event the Advertisements submitted for insertion constitutes an infringement of the said rights under the law, you will be solely

responsible therefor and indemnify and hold us harmless in connection therewith; (6) all Advertisements submitted by you for insertion shall comply in all respects with all applicable laws, legislation, rules, regulations, and orders of any governmental authority as well as all legal requirements governing its duties, obligations, and business practices and shall obtain any permits or licenses necessary for its operations. you shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on us; (7) the Advertisements adheres to the relevant advertising codes in force from time to time, including but not limited to the Malaysian Code of Advertising Practice and the Malaysian Communications and Multimedia Content Code; (8) you have obtained all necessary consents before submitting the Advertisements to us, and that all statements and direct and indirect claims made in each Advertisements are accurate, true and supported by competent and reliable substantiation; (9) that the Advertisements submitted for publication shall not be libellous; (10) that the Advertisements submitted for publication do not contain any computer viruses or other damaging code; and (11) you undertake to make all payments promptly and not unreasonably withhold payment.

## **LICENSE TO ADVERTISEMENTS**

### ***(applicable to Advertisers only)***

By submitting Advertisements to us for publication on the Site, you automatically grant to us (or warrant that the owner of the information and material contained in the Advertisements has expressly granted to us) a royalty-free, worldwide, perpetual, irrevocable, unrestricted, sub-licensable right and licence to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute, or otherwise make available to others such information and material (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any and all form, media or technology now available or hereafter developed or on and in relation to the Site and any successor Site.

## **PROHIBITED ADVERTISEMENTS**

### ***(applicable to Advertisers only)***

We expressly prohibit all Advertisements that: (1) impair the national dignity of the country; (2) involve the flag or emblem of Malaysia or any of the States or the national anthem of Malaysia; (3) involve political or election advertising; (4) spark political unrest including and not limited to protests or riots; (5) contain any material that shall promote superstition; (6) involve product disparagement; (7) promote the use or sale of weapons, ammunition, explosives or weapon modification accessories; (8) contain hate, violence, discrimination, intimidation, racism, religious or political intolerance, contents that probably shocks or leads to disgust or contents that exploits others or seems to dishonestly abuse others; (9) contain content that asserts or implies personal attributes. This includes direct or indirect assertions or implications about a person's race, ethnic origin, religion, beliefs, age, sexual orientation or practices, gender identity, disability, medical condition (including physical or mental health), financial status, membership in a trade union, criminal record, or name; (10) promote illegal products, services or activities; (11) are targeted to minors and promote products, services, or content that are inappropriate, illegal, or unsafe, or that exploit, mislead, or exert undue pressure on the age groups targeted; (12) promote the sale or use of adult products or services, except when its primary purpose is for family planning and contraception. Advertisements for contraceptives must focus on the contraceptive features of the product, and not on sexual pleasure or sexual enhancement, and must be targeted to people 18 years or older; (13) contain adult content which includes nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative; (14) contain shocking, sensational, inflammatory or excessively violent content; (15) contain content that exploits crises or controversial political or social issues for commercial purposes; (16) contain profanity or bad grammar and punctuation. Symbols,



numbers and letters must be used properly without the intention of circumventing our ad review process or other enforcement systems; (17) contain deceptive, false, or misleading claims like those relating to the effectiveness or characteristics of a product or service or claims setting unrealistic expectations for users such as misleading health, employment or weight-loss claims; (18) contain spyware, malware, or any software that results in an unexpected or deceptive experience. This includes links to sites containing these products; (19) promote the sale of human body parts or fluids; (20) use tactics intended to circumvent the Publisher's review process of the Advertising Material or other enforcement systems; (21) promote products or services that are designed to enable a user to engage in cheating or deceitful practices; (22) promote products, services, schemes or offers using deceptive or misleading practices, including those meant to scam people out of money or personal information; and/or (23) promote financial products and services that are frequently associated with misleading or deceptive promotional practices.

## **OUR RIGHT TO REMOVE ADVERTISEMENTS**

*(applicable to Advertisers only)*

We reserve the right to at any time remove any Advertisements that we deem to be in violation of the Terms and Conditions contained herein, at our sole discretion. We shall not be liable to make any compensation whatsoever to you for the removal of such Advertisements and there shall be no refund of any fee paid to us in relation thereto. Furthermore, the approval of such Advertisements by us for publication on the Site shall not operate as a waiver to our right to remove such Advertisements thereafter as soon as we deem it to be in violation of the Terms and Conditions contained herein.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy at <http://giver.com.my/cms/privacypolicy.php>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

## **NOTICE FOR CLAIMS OF COPYRIGHT INFRINGEMENTS**

If you are a copyright owner and have a good faith belief that any material available through the Site infringes upon your copyrights, you may submit a copyright infringement notification to us pursuant to Section 43H of Copyright Act 1987 by providing us with the following information in writing: (1) an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. The provisions of these Terms and Conditions relating to the protection and enforcement of our proprietary rights, your representations and warranties, disclaimer of representations and warranties, indemnities, limitations of liability, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend,

discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

By accessing and using the Site, you agree that such access and/or use, as well as these Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Malaysian courts, without regard to principles of conflict of laws, regardless of your country of origin or where you access the Site.

## **DISPUTE RESOLUTION**

In the event any dispute or disagreement arising from the use of the Site cannot be resolved by negotiation and discussions, we may seek to resolve that dispute or disagreement through a non-binding mediation before the Malaysian Mediation Centre (MMC) under the auspices of the Bar Council for resolution by mediation in accordance with the Mediation Procedure for the time being in force. You agree to participate in the mediation in good faith and further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by us or you or your representatives shall be confidential and inadmissible in any legal proceeding involving us provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND

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## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding

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