#### **Terms and Conditions**

Our Terms and Conditions were last updated on 20th December 2023.

Please read these terms and conditions carefully before using Our Service.

# Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **User Accounts**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### **Intellectual Property**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

#### Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

### **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

# **Limitation of Liability**

We shall not be liable or responsible in any manner of whatsoever nature for any loss or damage suffered by you or any other person as a result of using the Content of any information or data thereof including the damage or loss of data caused by virus or any other similar programmers.

We shall not be liable for any costs, loss, or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your usage of the Service or for whatsoever reason under these Terms of Service.

#### Services

The Company may change and/or amend these Terms and Conditions at any time by notifying you of the change and/or amendment by posting a notice on the website or by e-mail or any other way as the Company deems fit. Unless stated otherwise, any change and/or amendment takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms and Conditions. By you continuing to access this website and use the Service from the date on which the Terms of Service are changed and/or amended, you agree to be bound by the changed and/or amended terms. Any person that you allow to access the Service using your Account shall also be bound by these Terms and Conditions.

## **Indemnities**

You agree to fully indemnify and hold us harmless, its affiliates, officers, employees, directors, owners, agents, service providers, information providers, licensors and licensees, successors, and assigns (collectively, the "Indemnitees") from and against any claim, action, proceeding, demand, loss, damage,

cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from:

- (a) your breach of these Terms and Conditions and any terms relating to your use of the Service.
- (b) your access or use of the Service.
- (c) any action taken by us either as part of our investigation of any suspected breach of these Terms and Conditions or as a result of our finding or decision that a breach of these Terms and Conditions has occurred; and
- (d) your breach of any rights of any other person.

You shall cooperate as fully as reasonably required in the defence of any such claim, action or proceeding. We reserve the right, at its own expense, to assume the exclusive defence and control of any claim or matter subject to indemnification by you. This clause shall survive the termination or expiration of these Terms and Conditions (howsoever caused).

### General

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this notice, which shall remain in full force and effect. Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

# **Governing Law & Jurisdiction**

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Malaysia and the Parties irrevocably submit to the non-exclusive jurisdictions of the Courts of Malaysia.

## **Disclaimer**

You expressly agree that the use of the Service and this website are at your own sole risk. Neither of you and us, its affiliates nor any of their respective employees, representatives, agents or third parties content providers warrant that this website will be uninterrupted or error free; nor do you and the Company make any warranty as to the results that may be obtained from the use of this website, or as to the timeliness, sequence, accuracy, reliability, or completeness on content of any information or service provided. Additionally, there are no warranties as to the results obtained from the use of the information.

The materials and information in this website, including but not limited to the Service, information, data, text, graphics, audio, video, links, or other items, are provided by the Company on an "as is" and "as available" basis. We does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, timeliness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of this website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to alteration of, or use of record,

whether for breach of contract, negligence or under any other cause of action. The use of this this website specifically acknowledges that we are not liable for the defamatory, offensive, or illegal conduct of to the users or third parties and that the risk of injury from the foregoing rests entirely with user.