

## **Terms of Use**

The terms and conditions of this Agreement govern your access to and use of the services (“**Services**”) provided by **JT APPS SDN BHD** (Company No. 1057460-X) of 3rd Floor, 39, Jalan Kuchai Maju 2, Off Jalan Kuchai Lama, 58200 Kuala Lumpur (“**We**”, “**Our**” or “**Us**”), a Malaysian entity, either itself or through its subsidiaries, licensees or related companies, via various electronic platforms (“**Portal**”).

By accessing and/or using the Portal, you are indicating that you have read, understand and agree to be bound by the terms and conditions herein. If you do not agree with its terms, do not use this Portal.

If you are an individual, you must be at least 18 years of age, or of legal age as specified by the laws of Malaysia from time to time, in order to use the Portal. We disclaim responsibility for our contractual obligation made with a minor.

### **1. Registration**

- 1.1. To fully access or use the Portal, you are required to register for a user account on the Portal (“**Account**”) by providing, among others, email address and password.
- 1.2. You are responsible for providing and keeping registration information up-to-date and must provide changes promptly to us by logging in to your Account and providing the correct information to us. Failure to do so shall constitute a breach of the terms and condition of this Agreement, which may result in immediate termination of your Account.
- 1.3. In registering your Account, you shall not:-
  - (1) select or use as an account a name of another person or company with the intent to impersonate that person or business;
  - (2) use as an account a name subject to any rights of a person or company other than you or your company without appropriate authorisation; or
  - (3) use as an account a username that is otherwise offensive, vulgar or obscene.
- 1.4. We reserve the right to refuse registration of, or cancel an account in our discretion. You shall be responsible for maintaining the confidentiality of your password. We may treat all activities conducted with the password as activities conducted by the holder of the password.
- 1.5. Unless specifically stated otherwise, your Account is personal to you and cannot be shared with third parties or transferred to third parties.

## **2. Use of the Portal**

2.1. We do not represent or warrant that:-

- (1) access to the Portal or any part of it, will be uninterrupted, reliable or fault-free; or
- (2) the Portal or any of its contents will be accurate, complete or reliable.

2.2. We reserve the right to amend any information provided for publication to rectify any errors (such as typographical and grammatical errors) and inaccuracies or remove any listing that is inappropriate or is in breach of the terms of use of the Portal.

2.3. You may cancel your account at any time by emailing to us at support@jtapps.com.my. However, no refund will be granted for cancellation of confirmed purchase(s).

## **3. Fulfilment and Refund Policy**

3.1. You will receive a confirmation email within twenty (24) hours after making payment.

3.2. All successful transactions made within the Portal is strictly non-refundable.

## **4. Content**

4.1. “Content” means information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials.

4.2. You understand that all Content, whether publicly posted or privately transmitted, is the exclusive work and property of the person from whom such Content originated.

4.3. We do not claim any permanent ownership of your Content. You retain copyright and any other rights you already hold in Content which you submit, post, upload or display on or through the Portal. When you submit, post, upload or display Content, you grant us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license (and sub-licensable) to use, exploit and archive the Content in accordance with or as reasonably contemplated by this Agreement.

4.4. When you post, submit, or upload Content on the Portal you represent and warrant that:

- (1) you own all copyright in the Content, or if you are not the owner, that you have permission to use the Content, and that you have the right to display and reproduce the Content via the Portal. You license us to use and sub-license the Content in accordance with this Agreement;
- (2) you and your Content do not and will not infringe the intellectual property rights or other rights of any person or entity, including copyright, moral rights, trade mark, patent or right of privacy;

- (3) you or your Content, and your use, storage, reproduction and display on the Portal will comply with all applicable law, rules and regulations;
- (4) your Content does not breach any of this Agreement; and
- (5) your Content is not misleading and deceptive.

## **5. Privacy**

When you use the Portal, we will collect, store and use certain information as described in our Privacy Policy. If you do not agree to such provisions, please do not use the Portal.

## **6. Confidentiality**

- 6.1. You will not disclose, misuse or use our Confidential Information.
- 6.2. “Confidential Information” means any information disclosed or made available to you by us, directly or indirectly, whether in writing, orally or visually. It includes but is not limited to all information contained within our reporting systems and other performance metrics, any other technical or programming information and including personal data information about third parties we disclose or make available to you.
- 6.3. However, Confidential Information does not include information other than information that:-
  - (1) is or becomes publicly known and generally available other than through your action or inaction; or
  - (2) was already in your possession (as documented by written records) without confidentiality restrictions before you received it from us.
- 6.4. You acknowledge, consent and agree that we may access, preserve and disclose your Account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect our rights, property or personal safety, our users and the public.

## **7. Limitations of Liability**

- 7.1. You expressly agree that we, our directors, officers, shareholders, employees, representatives, consultants, agents, subsidiaries, suppliers, and/or distributors will not be liable for any loss of profits, data or costs of procurement of substitute goods or services, or for any other indirect, special, incidental, punitive, consequential damages arising out of or in connection with this Agreement or other intangible losses, however caused, and under whatever cause of action or theory of liability brought, even if we have been advised of the possibility of such damages, resulting from:-

- (1) your access to or use of or inability to access or use the Portal;
  - (2) any conduct or content of any third party on the Portal, including without limitation, any defamatory, fraudulent, misleading, offensive or illegal conduct of other users or third parties;
  - (3) any Content obtained from the Portal; and
  - (4) unauthorised access, use or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 7.2. If you are dissatisfied with any aspect of the Portal, or with any of these terms of use, your sole and exclusive remedy is to discontinue your access and/or use of the Portal. This limitation of liability shall apply to the maximum extent permitted by law.
- 7.3. You acknowledge that we may not be able to confirm the identity of other registered users or prevent them acting under false pretences or in a manner that infringes the rights of any person.
- 7.4. You must ensure that your access to the Portal and/or the Services is not illegal or prohibited by laws that apply to you.
- 7.5. You must take your own precautions to ensure that the process that you employ for accessing the Portal and our service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to any computer system that arises in connection with your use of the Portal or any linked website.

## **8. Release**

If you have a dispute with one or more third party through the use of the Portal, you release us (and our directors, officers, shareholders, employees, consultants, agents, subsidiaries and joint ventures) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **9. Our Intellectual Property Rights**

- 9.1. You acknowledge that we own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to the Portal, and that you will not acquire any rights, titles, or interests in or to the Portal except as expressly set forth in this Agreement.
- 9.2. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar

service or product through use of or access to the Portal or proprietary information related thereto.

- 9.3. You will not remove, obscure, or alter our copyright notice, or other proprietary rights notices affixed to or contained in the Portal.
- 9.4. “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

## 10. Guidelines

- 10.1. The use of the Portal is subject to our guidelines. You shall not use, allow, or enable others to use the Portal, or knowingly condone use of the Portal by others, in any manner that is, attempts to, or is likely to:-
- (1) use any proxy internet protocol addresses (IPs) in order to attempt to hide the use of multiple accounts, disrupt any of Services or to avoid being detected;
  - (2) be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
  - (3) post or deliver any expressions that lead to discrimination by race, national origin, creed, sex, social status, family origin, etc., or any expressions that induce or encourage suicide, self-injury behavior, or drug abuse;
  - (4) affect us adversely or reflect negatively on us, the Portal, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person from using all or any portion, features or functions of the Portal, or from advertising, linking or becoming a supplier to us in connection with the Portal;
  - (5) send or result in the transmission of junk emails, chain letters, duplicative or unsolicited messages, or so-called “spamming” and “phishing”;
  - (6) transmit, distribute or upload programs or materials that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
  - (7) violate any laws, regulations, judicial or governmental order, any treaties or violate or infringe upon any Intellectual Property Rights, rights of publicity or privacy, or any other rights of ours or of any other person;
  - (8) gain unauthorised access to the Portal, other users’ accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Portal, or to use the Portal in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

- (9) modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Portal or the rights or use and enjoyment of the Portal by any other person;
  - (10) collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, in connection with their or your use of the Portal, unless you have obtained the express, prior permission of such other person to do so;
  - (11) “stalk” or otherwise harass another;
  - (12) interfere with other users’ posts;
  - (13) circumvent or manipulate our fee structure, the billing process, or fees owed to us;
  - (14) post or provide false, inaccurate, misleading, incomplete, defamatory or libelous Content, or any fake news or information or any materials without proof or evidence;
  - (15) transfer your Account and user identification to another party without our consent;
  - (16) copy, modify, or distribute (i) content from any websites; or (ii) any of our copyright or trade marks;
  - (17) harvest or otherwise collect information about users, including email addresses, without their consent;
  - (18) forge headers, icons or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Portal; or
  - (19) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).
- 10.2. We reserve the right, in our sole discretion, to reject, edit or refuse to post any Content and/or to remove any Content from the Portal, whether or not the Content is expressly prohibited by this Agreement, or to restrict, suspend, or terminate your access to all or any part of Services at any time, for any or no reason, with or without prior notice, and without liability.
- 10.3. You agree to adhere to our guidelines and if you fail to do so, we reserve our right to suspend or terminate your Account. We also reserve our rights to introduce, change or amend our guidelines from time to time.

## **11. Notifications**

As part of the service provided, we will send emails to notify you on the on-going activities on the Portal or to inform you about new products or services provided by us. You may unsubscribe by contacting us or using the unsubscribe option in the email updates that we forward to you.

## **12. Third Party Sites**

This Portal may contain links to third-party websites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information. You use links to Third-Party Sites, and any Third-Party Content therein, at your own risk. We do not monitor or have any control over, and make no claim or representation regarding Third-Party Content or Third-Party Sites. We provide these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply our endorsement, adoption or sponsorship of, or affiliation with such Third-Party Site or Third-Party Content.

## **13. Termination of Account**

- 13.1. We may terminate your access to all or any part of the Portal at any time, with or without cause, effective immediately.
- 13.2. We will terminate your access to the Portal if you are determined to be, in our sole discretion, a repeat infringer of this Agreement.
- 13.3. We also reserve the right to suspend or cancel your Account that has been inactive for a continuous period of three (3) months.

## **14. Effects of Termination**

- 14.1. In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable:-
  - (1) your access to the Portal shall immediately terminate;
  - (2) you shall continue to comply with all of the obligations on your part under this Agreement which are not affected by termination;
  - (3) we reserve the right to permanently dispose and delete any data held in the Portal without further reference to you; and
  - (4) any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination shall not be affected or prejudiced.

## **15. Indemnification**

You agree to indemnify, defend and hold us, our directors, officers, shareholders, employees, representatives, consultants, agents, subsidiaries, affiliates and applicable third parties (e.g. syndication partners, licensors, licensees, consultants and contractors) (collectively “Indemnified Person(s)”) harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related

to or which may arise from your use of the Portal and/or your breach of any term of this Agreement.

**16. No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

**17. Disputes Resolution**

This Agreement will be governed by the laws of Malaysia and Parties agree that any dispute or claim between you and us will be adjudicated in the courts in Malaysia. Any claim against us arising from this Agreement shall be adjudicated on an individual basis and shall not be consolidated in any proceeding with any claim or controversy of any other party.

**18. Invalidity**

If any of these terms and conditions of this Agreement is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of this Agreement will not be affected.

**19. Modification**

- 19.1. We reserve the right to change our terms and conditions herein from time to time. We may change any or all aspects of the Services at any time and without notice. Nothing in this Agreement will constrain how we operate our business. You shall be responsible for reviewing and becoming familiar with any such modifications.
- 19.2. If the alterations constitute a material change to our terms and conditions, we will notify you by posting a notification on the Portal. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions as modified.
- 19.3. What constitutes a “material change” will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.

**20. General**

- 20.1. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.



20.2. We do not guarantee or warrant that the data stored in our server or generated by the Portal will be backed up. You shall be responsible for keeping an independent backup of all data stored or generated. However, in the event that your records do not correspond with our records, the latter shall prevail.

Dated: 15 April 2019