

This Subscriber Agreement (“**Agreement**”) is the definitive legal document that shall explain and enforce the rights and obligation of the parties herein

BETWEEN

CULT CREATIVE SDN BHD (COMPANY NO. 1374477-W), a company incorporated in Malaysia and under the laws of Malaysia with its registered address at **568-9-33, 9th Floor Mutiara Office Suites Kompleks Mutiara 3 1/2 Miles, Jalan Ipoh, 51200 Kuala Lumpur, W.P Kuala Lumpur, Malaysia** and having its business address at **Lot 4-401 & 4-402, Level 4, The Starling Mall, Jalan SS21/37, Damansara Utama, 47400 Petaling Jaya, Selangor Darul Ehsan, Malaysia** (“**Company**”) as the provider of the online service platform more specifically known as “Cult Creative” (“**Cult Creative**”) of the first part;

AND

You, the user of Cult Creative more specifically identified via the registration of a Cult Creative user account (“**Account**”) which is kept within the records of the Company of the second part (hereinafter shall be more specifically referred to as “**You**” or “**Your**” whichever the context shall requires).

NOTE: Please read the terms and conditions of this Agreement carefully as they affect Your rights and liabilities under the law. If You do not agree to any of these terms and conditions, please do not register for or use Cult Creative. If You have any questions, please contact the Company prior to any registration for or use of Cult Creative.

NOW THEREFORE HERewith that both the Company and You mutually agree as follows:

1 INTERPRETATIONS AND CONSTRUCTION OF TERMS

In this Agreement, unless the context of the Agreement specifically requires:

- (a) words of any gender include all genders;
- (b) words using the singular form also include and refer to the plural and vice versa;
- (c) any references to an act/ordinance/enactment of parliament includes references to any subsidiary legislations made pursuant to such act/ordinance/enactment of parliament;
- (d) references in this Agreement to a “Clause”, “Section”, “Appendix”, “Enclosure” or “Attachment” are to a clause, section, appendix, enclosure or attachment of this Agreement (if any);
- (e) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import;
- (f) references to any written law at any time shall be construed as a reference to the same as it may have been amended, modified or re-enacted and in effect as at such time;
- (g) Any reference to a “person” shall be a reference to any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality) or any country or state or any political subdivision, possession or territory thereof or therein or the government or any bureau, minister, instrument, agency, instrumentality, court, regulatory body, authority, legislative body or department thereof (including, without limitation, the central bank or any taxing, fiscal or other monetary authority thereof) as appropriate and reference to a person or party includes that person’s or party’s successors in title and permitted assigns;

- (h) Any reference to “Malaysia” shall be a reference to the Federation of Malaysia and all its sovereign borders as at the date of this Agreement;
- (i) references to “this Agreement” or by this Agreement to any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies, or supplements it or is entered into, made or given pursuant to or in accordance with all of its terms;
- (j) references to “Party” shall refer to a party in this Agreement as more specifically referred to by the relevant part and the parties in this Agreement shall collectively be referred to as “Parties”;
- (k) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business days are specified;
- (l) whenever this Agreement refers to an event, the event is deemed to occur on the date in which it occurred;
- (m) references to a month are to the calendar months and the number of days assigned to the months as per the Gregorian calendar;
- (n) references to a year are to a calendar year as per the Gregorian calendar;
- (o) all accounting terms used herein (if any) and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles of Malaysia as applied on a consistent basis; and
- (p) The headings contained in this Agreement are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

2 REGISTRATIONS, APPLICATION OF TERMS AND ACCOUNT

2.1 REGISTRATION OF USER

- (a) Cult Creative is an online service offered by the Company which You subscribe to by completing the registration of an Account in the format and method that is specified by the Company from time to time in its website or mobile application. This Agreement takes effect as soon as You indicate Your acceptance of these terms and conditions and upon the creation of the Account.
- (b) If You are either under the age of 18 or under the legal age for giving consent hereunder pursuant to the applicable laws in Your country (hereinafter referred to as “**the legal age**”), then You shall obtain prior consent from Your parent(s) or legal guardian(s) to create an account on Cult Creative. If You do not have prior consent from either a parent(s) or legal guardian(s), then You must/shall cease all access and use of the Account and/or any of our services with immediate effect.
- (c) If You are the parent or legal guardian of a person under the legal age who wishes to create an account on the Cult Creative, then You accept and comply with these terms and conditions on behalf of the person under the legal age and You shall be responsible for all of the conducts of the person under the legal age as well as any charges associated with the person under the legal age’s access and use of the Cult Creative and/or the services. Any reference to the user or subscriber of Cult Creative shall hereinafter also include a reference to the parent or legal guardian of the user or subscriber of Cult Creative whenever appropriate.
- (d) If You are a body corporate or legal entity of any kind or form, You warrant and guarantee that You are duly authorised and possess all of the required consents and approvals to create an account for the body corporate or legal entity and that control of Your Account shall be

maintained by a duly appointed representative. You warrant and guarantee to the Company that You have established in place systems of security and access to Your Account which are wholly Your responsibility and that You will not hold the Company liable for any failure of those systems to protect the security or access to Your Account from Your side.

- (e) By using (and continued usage of) Cult Creative and/or the services, You shall represent and warrant to us that You are legally entitled to and have the capacity to enter into these terms and conditions with us.

2.2 INTERACTIONS

- (a) Your contractual relationship is with the Company in usage of Cult Creative which relates to the maintenance of the Account within Cult Creative or in any transactions with the Company for any of the services offered by the Company within Cult Creative (which shall be specifically and clearly indicated at the time of the transaction).
- (b) You may, within the period of subscription and use of Cult Creative, interact with other users and subscribers of Cult Creative including, but not limited to, entering into contractual relationships with the other users and subscribers of Cult Creative. You hereby agree that such contractual relationships and interactions with the other subscribers of Cult Creative (if any) are independent of the Company.

2.3 ONLINE CODE OF CONDUCT

- (a) As a user of Cult Creative and owner of an Account, You agree to abide by the following conduct rules (“**Code of Conduct**”) whereby You will not:
 - i. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents to do the same from the owner of such material protected by intellectual property laws.
 - ii. Upload, or otherwise make available anything that contains images, photographs, software, audio, audio-visual, or other materials which are lewd or pornographic in nature or which the Company in its sole and absolute discretion deem as lewd or pornographic.
 - iii. Use any material or information, including images or photographs, via Cult Creative or any third party service within Cult Creative in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
 - iv. Upload files that contain viruses, trojan horses, worms, or any other similar software or programs that may damage or disrupt the operation of Cult Creative or another's computer or property of another.
 - v. Institute any form of cyber-attacks on a Cult Creative server, violate or attempt to violate the security of Cult Creative, including but not limited to, attempting or engaging in any action which will result in a reverse engineering, decompiling or decoding of any part of Cult Creative.
 - vi. Use Cult Creative in connection with any surveys, contests, pyramid schemes, chain letters/messages, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
 - vii. Defame, abuse, harass, stalk, threaten or otherwise violate the legal and personal rights (such as rights of privacy and publicity) of others.
 - viii. Restrict or inhibit any other user from using and enjoying Cult Creative services, softwares or contents.

- ix. Harvest or otherwise collect information either apparently or covertly about others whether they are users of Cult Creative or not, including email addresses.
 - x. Create a false identity for the purpose of misleading others.
 - xi. Upload, post or submit any misleading or false information of any kind including altering or deleting any information uploaded by other users of Cult Creative.
 - xii. Violate any applicable laws or regulations in Your country or the country where the server of Cult Creative is located in.
- (c) For avoidance of any doubt, You hereby agree that:
- i. the Company hold the right to determine in its sole absolute discretion whether there has been any violation of any Code of Conduct as stated above, but the Company shall not be made compulsory to, conduct an internal investigation and to obtain any reply from You;
 - ii. the Company may (in no particular order), upon a determination that any violation of the Code of Conduct has occur:
 - a. warn You of that violation;
 - b. remove any material related to that violation;
 - c. suspend Your Account;
 - d. terminate Your Account; or
 - e. in cases where such violation is in breach of any laws, report to the appropriate and applicable authorities of such violation.

2.4 CONTENT AND SERVICES

- (a) As a subscriber of Cult Creative, You may obtain access to certain services and content as they are made available by the Company within Cult Creative including exclusive content and services which may include softwares and updates from the Company or any third party contracted by the Company. Wherever and whenever such services and contents are available to You, they shall be clearly and specifically indicated by the Company.
- (b) Some services and content may impose additional terms specific to that service or content (for example a term of use or payment requirement specific for that particular service or content or feature made available to You) upon which it shall be clearly and specifically indicated by the Company. You agree that by accepting any such services and contents made available to You by the Company, You understand and agree to be bound by any such additional terms including all payment and billing terms imposed. You agree that any additional terms may be imposed and posted from time to time on the website and of Cult Creative.
- (c) You hereby agree that the Company shall not be responsible for any services and content accessed by or is made available to You by any third party independent from or is **NOT** contracted by the Company and You shall hold the Company harmless from any damage, loss or liability arising from such services or content from such third parties.

2.5 YOUR CULT CREATIVE USER ACCOUNT

- (a) Upon the completion of a registration process as provided by the Company, You shall have created an Account. Your Account may also include billing information that You have provided to the Company for transactions to be made with the Company for any of its content and services made available. You may not reveal or share or otherwise allow others to use Your passwords or Account in any manner which is not specifically authorised by the Company or in breach of any of the terms and conditions herein. You may **NOT** sell, charge, assign, or transfer

to others the right to use Your Account unless specifically permitted by the Company. You may **NOT** buy, lease, hack, copy, receive permission to use the Account of another user/subscriber of Cult Creative unless specifically permitted by the Company.

- (b) You are responsible for the confidentiality of Your password and login details of Your account including the security of Your computer system or the network that You use to access Cult Creative. You shall also not knowingly allow any third party to covertly access Cult Creative via Your account or computer system or network.
- (c) The Company is not responsible for the use of Your password and Account or for all communication and/or activity resulting from Your login or use of Your login details (including password) which You may have knowingly or negligently disclose to in violation of this confidentiality condition. The Company is also not responsible for the use of Your Account by any person who fraudulently uses Your login details (including password) without Your permission **UNLESS** it is by a gross negligence or default of the Company. If You have any suspicion or belief that the confidentiality of Your login details and/or password may have been compromised, You must immediately and without delay notify the Company.
- (d) If for any reason whatsoever, Your Account terminated, all information of or related to the Account including any profiles, resumes, network contacts, links, information, materials, video, audio, and email mailing lists, will be marked as deleted and may be deleted from Cult Creative. Information may continue to be available for some period of time due to any delay in operation within Cult Creative but You hereby agree that the Company shall not be responsible to retain, retrace, recompile, or reconstitute any data related to the Account which has been deleted.

3 LICENCES

3.1 GENERAL CONTENT AND SERVICES LICENSE

- (a) Use and access of Cult Creative may require the download and installation of the Cult Creative application onto Your electronic device (such as the mobile application on mobile or smartphones). The Company hereby grants, and You accepts, a non-exclusive license and right, to use and access Cult Creative for Your personal, non-commercial use (except where commercial use is expressly allowed according to the services/content which You have transacted with the Company for). This license shall end immediately upon the termination of this Agreement or Your Account.
- (b) Your license does **not** confer any title or ownership in Cult Creative, the application, contents, or services offered by the Company to You. To make use of any Cult Creative content or services, You may be required to maintain an internet connection and to run the Cult Creative application. Your license does **not** confer upon You to make any adjustments, modification or changes to the Cult Creative, the application, contents, or services offered by the Company to You (unless specifically consented and supervised by the Company).
- (c) For reasons that include, without any limitation, system security, stability, network efficiency, and cross device interoperability of Cult Creative, the Company may need to automatically update, pre-load, create new versions of or otherwise enhance the Cult Creative application and accordingly the system requirements to use Cult Creative may change over time. You hereby consent to any such automatic update, change, or otherwise enhancements. You indicate You understand and accept that this Agreement does not entitle You to future updates, new versions

or other enhancements associated with Cult Creative although the Company may choose to provide them so in its own discretion.

3.2 OWNERSHIP OF CONTENT AND SERVICES

- (a) All title, ownership rights and intellectual property rights in and to Cult Creative, contents, services and any and all copies thereof, are owned by the Company and/or its or its affiliates' licensors. All rights are reserved, except as expressly stated herein. Cult Creative, any of its contents and services are protected by copyright laws, international copyright treaties and conventions and other laws. Contents on Cult Creative may contain certain licensed materials and the Company or its affiliates' licensors may protect their rights in the event of any violation of this Agreement.
- (b) Any content that is uploaded by any user onto Cult Creative including any copies thereof shall remain the property, including intellectual property, of its lawful owners and the Company claim no such ownership over such content unless where the owner of such content has allowed or has transferred such rights to the Company. You must ensure that You have all necessary capacity to upload any content onto Cult Creative and You will hold Cult Creative harmless for any loss, liability, damage or risk of harm that may occur by You uploading such content. The Company holds the absolute discretion to limit, suspend or remove the upload of any content which it deems to be in breach of any ownership or intellectual property rights.

3.3 RESTRICTIONS ON USE OF CONTENT AND SERVICES

- (a) You may not use Cult Creative, any of its content or services for any purpose other than (i) the permitted access to Cult Creative and as allowed by the terms herein; (ii) to make personal, non-commercial use of Your Account except otherwise specifically permitted by the Agreement or the Company.
- (b) Except where specifically permitted under this Agreement or under any applicable law notwithstanding these restrictions, You **may not**, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive from any source code, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from any content and/or services in Cult Creative without the prior written consent of the Company.
- (c) You **may not** sell, grant a security interest in or transfer reproductions of any content or services within Cult Creative to others in any way, nor to rent, lease or license the content and services within Cult Creative to others without the prior written consent of the Company, except to the extent expressly permitted elsewhere in this Agreement
- (d) You **may not** host, emulate or redirect the communication protocols used by the Company in providing its content and services to You whether, but not limited to, through protocol emulation, tunneling, modifying or adding components to Cult Creative, its network, servers, and other network devices, use of a utility program or any other techniques now known or hereafter developed, without the prior written consent of the Company.
- (e) You **may not** exploit the Cult Creative, its content or services or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this Agreement.

4 BILLING, PAYMENT AND OTHER TRANSACTION RELATED TERMS

4.1 PAYMENTS AND AUTHORIZATIONS

- (a) All payment processing related to Cult Creative or any of the contents and services offered within Cult Creative is performed by either the Company directly or through a third-party payment system on behalf of the Company depending on the type of payment method used. Subject to the terms of this Agreement, all payments and purchases made on Cult Creative are final (even payment made in advance).
- (b) When You provide payment information to the Company or any of its payment processors/facilitators, You represent to the Company that You are authorized to use and give information of the PIN, key, card, electronic wallet (“**e-wallet**”), or account associated with that payment, and You authorise the Company to process that payment including to charge onto Your credit card, account or e-wallet (as the case may be) whether directly or via a third-party payment processor for any fees or charges incurred by You for a transaction related to a content or service within Cult Creative. The Company may require You to provide Your address or other information in order to meet its obligations under applicable tax laws and to record such billing information and You hereby agrees.
- (c) For any recurring payment which are made in exchange for continued use of a content or service within Cult Creative, by continuing to use such content or services You agree and reaffirm that the Company is authorized to continually process the recurring payments (such as continuing to charge Your credit card, account or e-wallet) whether directly or through any third-party payment processor for any applicable recurring payment amounts. You agree to notify the Company promptly of any changes to any payment information such as account number, card number, expiration date, or billing address including if any such account, card or other payment information is cancelled, expired, or made not applicable.

4.2 RESPONSIBILITY FOR CHARGES ASSOCIATED WITH YOUR ACCOUNT

- (a) All payments related to Cult Creative or any of its content or services may be subjected to any type of tax including sales tax, and You agree that the Company may also charge You for those taxes in addition to any fees or charges that are published for such content or services.
- (b) You agree that You will not use any IP proxying or other methods to disguise the place of Your residence/access to Cult Creative whether to circumvent any geographical restrictions, purchase pricing not applicable to Your geography, or any other purposes. The Company may terminate access to Cult Creative or Your Account should it detect any IP proxying or other methods used by You to disguise Yourself.
- (c) You agree that You are responsible for all charges incurred for the content and services of Cult Creative, including all applicable taxes. If You cancel Your Account, the Company reserves the right to collect fees, surcharges, costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled before the Company will allow You to register again.

4.3 REFUNDS

- (a) You may request a refund for any reason if the request is made within the required return period and the refund shall be made through the same payment method in which You have used to make the payment which the refund is being sought for. If for any reason the Company is unable to issue a refund via Your initial payment method, the Company shall have the

discretion to effect the refund and pay You back the refund amount in any method which the Company deem reasonable and necessary, including but is not limited to providing You with store credits to the refundable amount or in monetary terms. The Company shall contact You with the available options. (Note that some payment methods available in Cult Creative as it is in Your country may not support the feature of refunding to the original payment method such as payment via a credit card).

(b) The Company offers refunds for the following items:

(i) **For Single Events/Transactions**

If You have purchased any one-time content/event/service of the Company as is available within Cult Creative, all such purchases shall be refundable if a refund request is made at least 8 hours **before** the commencement/usage of any such content/event/service, being the refund period for single events/transactions. The Company shall endeavour to honour the refund within fourteen (14) days of such refund request is made. Any benefits or discounts that You have gained shall be calculated into any refund amount offered. You agree that calculations by the Company shall be conclusive and final. You agree that the Company is not responsible for any payment made by You to any third-parties which may or may not have a refund policy with regards to any content/event/service and that those transactions are independent of the Company.

(ii) **For Recurring Payments/Subscriptions**

For any content and services which the Company offers periodic access to that You pay on a recurring basis, if a renewable subscription/payment has not been used during the current billing cycle, You may request for a refund **within 48 hours** of the initial purchase or automatic renewal. Any payment or subscription will be considered used for any period which has passed the initial payment or automatic renewal date. The Company shall endeavour to honour the refund within fourteen days of such refund request is made. Any benefits or discounts that You have gained shall be calculated into any refund amount offered. You agree that calculations by the Company shall be conclusive and final. You agree that the Company is not responsible for any payment made by You to any third-parties which may or may not have a refund policy with regards to any content/event/service and that those transactions are independent of the Company.

You may cancel an active subscription at any time by indicating as such on Your Account details. Once cancelled, Your subscription/recurring payment will no longer automatically renew but You will retain access to the contents and benefits of Cult Creative through to the end of Your current billing cycle.

4.4 PROMOTIONS AND DISCOUNTS

In certain cases, the Company may at its discretion offer promotions and discounts for any content and services it offers in Cult Creative (including those which are free of any charges/fees/payments). You agree that You are always responsible for any internet service provider, telephone and other connected fees that You may incur when accessing Cult Creative even when the Company offers such promotions and discounts.

4.5 THIRD PARTY SITES

The Company may provide links to other third-party sites. Some of these sites may charge separate fees, which are not included in and are in addition to any charges and fees that You may pay to the Company. You agree that any transaction or dealings made by You with such third-party sites are independent of the Company and any separate charges or obligations You

incur in Your dealings with these third parties are Your responsibility in full. The Company makes no representations or warranties, either express or implied, regarding any third party site. In particular, the Company makes no representation or warranty that any service or subscription offered via third-party vendors will not change or be suspended or terminated.

5 THIRD-PARTY AND USER GENERATED CONTENT

5.1 THIRD PARTY CONTENT

The Company does not screen/filter any third-party content which may be available on Cult Creative or through other sources that are not third-party content which is related to a service which is offered by the Company on Cult Creative (example of third-party content related to a service offered by the Company shall be slides or banners used by a presenter in a Cult Creative seminar). The Company assumes no responsibility or liability for such third-party content not related to a service offered by the Company on Cult Creative.

5.2 USER GENERATED CONTENT

- (a) Users of Cult Creative, including You, are allowed and are provided with interfaces to generate, upload and make it available to other users their own contents, which include but is not limited to portfolios, videos, audios, graphical designs, arts, and fonts, onto their Account at their own sole discretion ("User Generated Content"). When You upload Your User Generated Content to Cult Creative to make it available to other users or to the Company, You grant the Company and its affiliates a worldwide, non-exclusive right or license to use, reproduce, create derivative works, distribute, transmit, transcode, translate, broadcast or otherwise communicate, and publicly display and perform Your User Generated Content including its derivative works for the purpose of the operation, distribution, incorporation as part of and for the promotion of Cult Creative services and content. You also grant the Company license to store information of Your User Generated Content. This license is granted to the Company for the **entire** duration of the intellectual property rights' lifespan. This license may be terminated if the Company is in breach of the license and has not cured such breach within fourteen (14) days from receiving a notice from You sent to the attention of the Company's management through the applicable channel as noted in the 'Contact Us' section in Cult Creative. You agree that any User Generated Content generated or uploaded by You does not infringe upon the intellectual property rights of others and that You shall hold the Company free from any liability, loss, or harm that may arise from You uploading Your User Generated Content.
- (b) You agree that if You provide the Company with any feedback or suggestions about Cult Creative, its contents, or services, the Company is free to use the feedback or suggestions in any way it chooses and without any obligations to account to You.

5.3 PROMOTIONS AND ENDORSEMENTS

If You are using any Cult Creative content and services (including Your Account) to promote or endorse a product, service, event, content in return for any kind of consideration from a third party (including any non-monetary rewards such as coupons, tokens, notes), You must clearly indicate the source of such consideration/reward to Your audience.

5.4 REPRESENTATION AND WARRANTIES

You represent and warrant to us that You have sufficient rights in all User Generated Content to grant the Company and other affected parties the licenses described under the terms above. This includes, without limitation, any kind of intellectual property rights or other proprietary or

personal rights affected by or included in the User Generated Content. You agree that any User Generated Content generated or uploaded by You does not infringe upon the intellectual property rights of others and that You shall hold the Company free from any liability, loss, or harm that may arise from You uploading Your User Generated Content. You furthermore represent and warrant that the User Generated Content, Your submission of that User Generated Content, and Your granting of rights in that User Generated Content does not violate any applicable contract, law or regulation.

6 DISCLAIMERS, LIMITATION OF LIABILITY AND GUARANTEES

6.1 DISCLAIMER

- (a) All content and services are provided within Cult Creative on an “as is,” “where is” and “as available” basis.
- (b) To the extent permitted by law, the Company exclude all warranties, representations or other terms which may apply to any of our services and or any content on Cult Creative including, but not limited to:
 - (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, usefulness, or otherwise of the content of the services; and
 - (ii) any warranties of title, non-infringement, merchantability, security, or fitness for a particular purpose.
- (c) Subject to anything stated to the contrary herein this Agreement, this disclaimer of liability applies to any damages or loss caused by us or the content and services within Cult Creative, including without limitation, is a result of (i) any error, omission, deletion or defect in the content, or (ii) 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, tort, negligence, defamation or under any other cause of action.
- (d) We do not warrant or guarantee (i) that any portion of the services will be free of infection by viruses, worms, trojan horses or anything else manifesting contaminating or destructive properties; or (ii) that access to the services will always be uninterrupted or error-free.
- (e) We do not warrant or make any representations regarding the use or the results of the use of the content or services within Cult Creative. You agree to assume the entire cost of all necessary servicing, repair, or correction from the use of such content or services.

6.2 LIMITATION OF LIABILITY

- (a) Subject anything stated to the contrary herein this Agreement, in no event will the Company, its sponsors, advertisers, affiliates, officers, directors, employees, representatives, successors and assigns, be liable to any party (i) for any indirect, special, punitive, incidental or consequential damages or any other damages arising in any way out of the availability, use, reliance on, or inability to use the services, even if the Company or its agents shall have been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise; or (ii) for any claim attributable to errors, omissions, or other inaccuracies in, or destructive properties of the services. Notwithstanding anything to the contrary herein, to the fullest extent allowed by law, You agree to waive and discharge all claims, release the Company from all liability and indemnify and hold harmless the Company, its subsidiaries, affiliates, parent company, officers, agents, and other partners and employees, from any and all liability

on account of, or in any way resulting from loss and damages in any way connected with any events, content or activities. You agree and understand and intend that this assumption of risk and release is binding upon You and Your heirs, executors, agents, administrators and assigns, and includes any minors under Your guardianship who may be accompanying You at events held by the Company.

- (b) Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- (c) Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any services by us to You, which would be specifically set out in our contracts for specific services with You.
- (d) You also agree that the Company's total liability in terms of any events held by the Company or others within Cult Creative which relies on the Company for administrative services will be limited, in respect of any and all claims (connected or unconnected) in any consecutive 12 month period, to an amount equal to the total sum of ticket sales made by the events organiser, whether the organiser is the Company or a third party through Cult Creative which relies on the Company.
- (e) All processing of data including personal data are conducted in accordance with the Company's Personal Data Protection Policy (of which is available on the Cult Creative Website). You agree that to abide and consent to the Company's handling of data according to the Company's Personal Data Protection Policy including on all communication between You and the Company. You agree that if You are in possession of any data through Cult Creative that You too shall abide and are bound by the Company's Personal Data Protection Policy and will hold the Company harmless from any liability or damage due to Your breach of the Company's Personal Data Protection Policy.

7 MISCELLANEOUS

7.1 MODIFICATION OF THIS AGREEMENT

The Parties hereto agree and declare that this Agreement may be modified and updated by the Company from time to time via a written update on all Cult Creative platforms that shall specifically and duly specify to supercede this Agreement. You agree that Your action of maintaining the Account and continued reliance and utilisation of the services of Cult Creative shall be good acceptance of any modification or update of this Agreement. You hereby waive any right to insist upon any express acceptance nor shall You be eligible for any right of claim that may arise from such modification or update unless stated specifically therein. You will not treat any such modification or update made pursuant to this Clause 7.1 to be a breach of any fundamental term of this Agreement and henceforth waive any right of claim pursuant to such alleged breach or breach of a similar nature.

7.5 ASSIGNMENT

You agree that only the Company may, with prior written consent from You, assign in whole or in part, any of its rights, interests or benefits whatsoever under this Agreement to any person or persons or corporation.

7.6 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Malaysia. The Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia in the event of any dispute which, subject to the terms of this Agreement, may be brought to the court. The Parties further agree that in the event of any dispute, action brought into court shall **NOT** be allowed unless and until both parties have attempted to resolve any dispute via negotiation and mediation, followed by a referral of any dispute to arbitration if such negotiation and mediation fails to remedy any dispute within 30 days of commencement. The Parties agree that any arbitration for any and all disputes under this Agreement shall be held at the Asian International Arbitration Centre ("AIAC") in Kuala Lumpur and held under the rules of the AIAC. All costs for mediation and arbitration shall be borne equally split between the Parties.

7.7 TIME OF THE ESSENCE

Time wherever mentioned in this Agreement shall be of the essence thereof.

7.8. SUCCESSORS IN TITLE AND ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignments subject to the terms of this Agreement as stated above.

7.9 WAIVER

The rights of Parties under this Agreement are cumulative, may be exercised as often as a Party considers it reasonably appropriate and are in addition to the Party's other rights under any applicable law. The rights of the Parties in relation to the Agreement (whether arising under this Agreement or under any applicable law) shall not be capable of being waived or varied otherwise than by an express waiver in writing and subject to the terms and conditions of this Agreement as outlined in the previous clauses. No failure or delay in exercising nor any omission to exercise any rights power privilege or remedy accruing to any of the Parties under this Agreement or any security in favour of a Party upon any breach of this Agreement shall impair any such right power privilege or remedy or be construed as a waiver thereof or any acquiescence in any breach, nor shall any action by a Party in respect of any default or any acquiescence in any breach, affect or impair any such right, power privilege or remedy of that Party in respect of any other or subsequent breach.

7.10 SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be declared invalid or unenforceable by any governmental authority or court of competent jurisdiction, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those as to which it is declared invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.13 LANGUAGE

This Agreement may be made available by the Company in multiple languages as the Company made deem necessary. In the event of a conflict, the English version of this Agreement shall be the primary version and supersedes any other versions of other language(s).

7.14 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding, meeting of minds and promise between the Parties and supersedes any and all previous agreements and understandings between the Parties with respect of the subject matter hereof.