

# Terms of Use

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## OUR AGREEMENT

These Terms of Use ("**Terms**") and the accompanying Privacy Notice posted on this Website (which are incorporated into these Terms by reference), as revised from time to time, set forth the legally binding terms for your use of this Website. By visiting, accessing or using this Website, you are accepting these Terms and you represent and warrant that you have the right, authority, and capacity to enter into this agreement (on behalf of yourself or the entity that you represent). Unless otherwise limited or restricted by the law of the territory which you reside in, or use this Website from, the use of this Website is open for anyone, either those residing or using this Website in Malaysia or outside of Malaysia. Notwithstanding the foregoing, you hereby understand and agree that you are of the applicable legal age and are of sufficient legal capacity, under the laws of territory of which you reside in, for you to access or use this Website or accept these Terms. You further agree that if you do not agree, in part or whole, with the provisions of these Terms, you shall not access, use and/or continue to use this Website.

Your access to and use of this Website is conditioned on your acceptance of and compliance with these Terms. By accessing or using this Website, you agree to be bound by these Terms. This Website is always evolving and the form and nature of this Website may change from time to time without prior notice to you. In addition, Aspirasi may stop (permanently or temporarily) providing access to this Website (or any features within this Website) to you or to anyone in general, without any prior notice. Aspirasi also retains the right to create limits on use of the Website at our sole discretion at any time without prior notice to you.

Aspirasi is also not responsible if the information made available on this Website is not accurate or complete. We accept no liability for loss, damage or compensation claims due to missing or incorrect details. Any reliance upon the material on this Website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and information contained on this Website.

## RESTRICTIONS ON USE

By accessing, using or continuing to use the Website, you agree that you shall not:

(a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt this Website; (b) make any modifications, adaptation, improvement, enhancement, translation, or derivative work from this Website; (c) violate any applicable laws, rules, or regulations in connection with your access or use of this Website; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trade mark) of Aspirasi or its affiliates, partners, suppliers or the licensors of this Website; (e) use this Website for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (f) use this Website for creating a product, service, or software that is directly, or indirectly, competitive with or in any way a substitute for any contents, product, or software offered by Aspirasi; (g) use this Website to send automated queries to any website or device or to send any unsolicited commercial email; or (h) use any proprietary information or interfaces of Aspirasi or other intellectual property of Aspirasi in the design, development, manufacture, licensing, or distribution of any this applications, accessories or devices for use with this Website.

## USER CONTENT

"**User Content**" means any and all information and content that you, or a User submits to, or uses with regards to, this Website, including but not limited to, content in the User's Feedback and Correspondence (as defined below).

You are solely responsible for your User Content and you assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (as defined below). You shall not state or imply that your User Content is in any way provided, sponsored or endorsed by Aspirasi. You further acknowledge and agree that you may expose yourself to liability under this Terms or laws and regulations governing your use of this Website. Aspirasi is not responsible or obligated to backup any User Content, which may be deleted at any time.

You hereby grant, and you represent and warrant that you have the right to grant, to Aspirasi an irrevocable, unlimited perpetual licence to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content for any purposes. You hereby

acknowledge and agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

If you provide us any feedback, review, recommendation or suggestions regarding this Website ("**Feedback and Correspondence**"), you hereby agree that Aspirasi will have the right to use or share such Feedback and Correspondence in any manner it deems appropriate. Such Feedback and Correspondence shall be treated as non-confidential and non-proprietary, and you agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

You agree that you shall NOT post or share any Feedback and Correspondence that:

- (a) is intended to mislead, confuse, or deceive others;
- (b) violates the rights of a third party in law or in equity;
- (c) promotes discrimination, hatred or harm against any individual or group;
- (d) is a direct and specific threat of violence to others;
- (e) is defamatory, obscene or pornographic;
- (f) is furtherance to illegal activities; or
- (g) is harassing, abusive, or constitutes spam.

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or the applicable third party's terms and policies and you acknowledge and agree that you may be required to abide by those terms, including the third party's privacy practices and acceptable use policies. You acknowledge and agree that you are responsible to make any investigation you feel necessary or appropriate before proceeding with any transaction in connection with such advertisements and Third Party Sites and your interactions with the advertisers and any third parties in respect of the advertisements and Third Party Sites within or outside this Website is solely between you and such advertisers and third parties. You hereby acknowledge and agree that Aspirasi will not be responsible for any direct and indirect loss or damage incurred as the result of such interactions. You further acknowledge and agree that if there is any dispute between you and such advertisers and third parties, Aspirasi is under no obligation to assist, mediate or otherwise responsible for such dispute and resolutions related thereto. In addition, we hereby reserve the right to restrict access to any advertisements and Third Party Sites, including the right to limit the number and type of advertisements that are delivered to you through this Website without providing any reason.

## **LICENCE AND INTELLECTUAL PROPERTY**

Save and except for your User Content, you acknowledge and agree that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets in this Website are, unless otherwise expressly stated, owned by or licensed (as the case maybe) to Aspirasi. The grant of access to this Website does not transfer to you or any third party, any rights, title or interest in or to such intellectual property rights. The proprietary software associated with this Website, including any enhancements or modifications thereto and any related documentation, as well as the visual and textual elements and the selection, arrangement and compilation of data embodied in (and/or displayed during the execution of) the software, are copyrighted works and exclusively owned by Aspirasi and/or our licensors. In addition, this Website, including all software, any contents, inventions, technology, products, contents and data provided to, on or through this Website, are, unless otherwise expressly stated or prohibited, owned by us or our licensors, or otherwise assigned or licensed to us , and are protected under the relevant copyright, patent, trademark and/or other intellectual property laws and thereafter incorporated as a valuable information of Aspirasi, and are the exclusive property of Aspirasi.

Subject to these Terms, Aspirasi grants you a limited, revocable, non-transferable, non-exclusive license to use this Website for your personal, non-commercial use.

## **ACCEPTABLE USE POLICY**

You agree not to use this Website to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any intellectual property rights, trade secret, moral right, privacy right, right of publicity, or any other proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to use this Website to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to this Website or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to this Website, other computer systems or networks connected to or used together with this Website, through password mining or other means; (vi) harass or interfere with another User's use and enjoyment of this Website; or (vi) introduce software or automated agents or scripts to this Website so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from this Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

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## **DISCLAIMERS**

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED 'AS-IS' AND 'AS AVAILABLE' AND WE (AND OUR SHAREHOLDERS, AFFILIATES, PARTNERS, LICENSORS, SUPPLIERS

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## **LIMITATION OF LIABILITY**

IN NO EVENT WILL ASPIRASI (AND OUR SHAREHOLDERS, AFFILIATES, PARTNERS, LICENSORS, SUPPLIERS AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, ECONOMIC, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE NATURE OF THE ACTION, ARISING DIRECTLY OR INDIRECTLY, FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE WEBSITE, EVEN IF ASPIRASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ASPIRASI IS TO DISCONTINUE YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. BY ACCESSING, OR USING THE WEBSITE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU HEREBY AGREE TO RELEASE AND FOREVER DISCHARGE ASPIRASI, AND OUR DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PARTNERS, AGENTS, AND SUPPLIERS, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL OTHER RELATED PERSONS OR ENTITIES, FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, SUITS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THIS WEBSITE.

## **INDEMNITY**

You agree to indemnify and hold us (and our shareholders, officers, employees, affiliates, partners, suppliers, licensors and agents) harmless, including costs and attorneys' fees (on a solicitor-client basis), from and against any and all claims, actions, lawsuits, damages, obligations, complaints, demands, allegations, losses, liabilities, costs or debt, and expenses (including, but not limited to, legal fees on a solicitor-client basis) made by any third party due to or arising out of or in connection with, actual or alleged, (a) your use of this Website, (b) your User Content, (c) your violation of these Terms, (d) your violation of any third party right including, intellectual property rights, trade secret, publicity or privacy rights, or (e) your violation of any applicable laws or regulations. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You

agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

You hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, your use of this Website and any interactions with, or act or omission of, Aspirasi.

## **TERM AND TERMINATION**

Subject to the terms herein, this Agreement will remain in full force and effect while you use this Website. We may (a) suspend your rights to use this Website or (b) vary, discontinue or terminate this Website (or any part thereof) and/or terminate this Agreement, at any time for any reason at our sole discretion, including for any use of this Website in violation of this Agreement without prior notification. Upon termination of this agreement, your right to access and use this Website will be terminated immediately.

We will not have any liability whatsoever to you for any variation or termination of this Agreement and/or this Website, including for deletion of your User Content.

Upon termination of this Agreement, any authority, rights and licences granted by Aspirasi to you under this Agreement to, amongst others, use the Website shall cease immediately.

Upon termination of this Agreement, the provisions of this Agreement which deals with termination and post-termination terms, rights and obligations shall survive and remain in effect (including terms by their very nature is meant to survive and remain in effect).

## **ADDITIONAL TERMS AND CONDITIONS**

You hereby agree that in addition to these Terms (and accompanying Privacy Notice), that your use of this Website to enroll for products or services may subject to additional terms and conditions unique to each product or service.

## **AMENDMENT**

Aspirasi reserves the right at its sole discretion to amend or update any part of these Terms by posting the amended or updated Terms on this Website. These changes will be effective immediately, unless otherwise stipulated therein. While Aspirasi may



attempt to notify you when major changes are made to the Terms, you hereby acknowledge and agree that it is your sole responsibility to check the Terms periodically for any changes. Continued use of this Website following the posting or notice of such changes will indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

## **GENERAL**

These Terms and the accompanying Privacy Notice constitute the entire agreement between you and us regarding the use of this Website. Aspirasi's failure to exercise or enforce any right provided for in these Terms will not operate as a waiver of such right or provision. The titles of these Terms are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or the unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship with us is that of an independent contractor, and neither party is an agent or partner of the other.

## **NOVATION & ASSIGNMENT**

This agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Aspirasi's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Aspirasi may assign or novate your agreement to these Terms to another entity upon or without notification via this Website, upon which this Agreement shall be between you and such assigned or novated entity. This agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **GOVERNING LAW**

This agreement is governed by the laws of Malaysia, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this agreement or this Website shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to.

Should you have any query in relation to these Terms, kindly contact [info@aspirasi.co](mailto:info@aspirasi.co)