

Terms and conditions for the use and subscription of TiNKA™ Education Platform.

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## Clause 1

- 1.1 The terms and conditions described herein are the terms and conditions applicable to the subscribers of the TiNKA™ Education Platform, whether the subscription is through the TiNKA™ website or apps.

## Clause 2

### 2.1 Definitions

- Adminstrator : Refers to the administrator of the TiNKA™ website.
- Documents : Refers to documents that include, but not limited to, invoices, drawings, diagrams, designs, photographs or images that contain any information of the Vendor.
- Education Ministry : Refers to the Education Ministry of Malaysia;
- Force Majeure : Refers to any current situation whereby external forces beyond parties of this agreement's reach including, but not limited to, natural disasters, floods, draught, earthquakes, epidemic and pandemic, war, terrorist acts, threats, civil unrest, preparation for war, trade restrictions, any decisions made by the Malaysian Government or any authorities, including quotas, bans or restrictions of import and export, and diplomatic scandals, collapse, explosion or arson and disruption of utility supply.
- Intellectual Property : Refers to any patent, copyright and/or trademark, rights upon any discovery of education platform application, property rights and relevant rights, moral rights and service marks, business name and domain name, "get-up" rights and the right to take legal action for "passing-off", design rights, computer software rights, data software rights, usage rights, privacy protection rights, private information (including technical knowledge), and other intellectual property rights, for both registered or otherwise and including all applications and rights to apply for registration, renewal or postponement of renewal, prioritization rights, and other similar or identical rights in present and future time in the world;

|                      |  |
|----------------------|--|
| Platform             | : Refers to the TiNKA™ Education Platform;   |
| Password             | : Refers to the password sent to the registered mobile phone number of each Subscriber and used to access the Platform;  |
| Registration Form    | : Refers to an online Form which Subscribers must complete and submit to the Administrator of the Platform before access is granted ;  |
| Qualified Person     | : Refers to a person who is qualified to teach any of the syllabus or curriculum prepared and approved by the Education Ministry;  |
| Service Tax          | : Refers to compulsory tax implemented upon goods and/or services under Malaysian law;   |
| Subscriber           | : Refers to users of the Platform, whether they are contributors of articles and/or teaching materials uploaded by a Qualified Person or students or any other third party so long as such party completes and submits the Registration Form and pays the prescribed Subscription Fee; |
| Subscription Fee     | : Refers to the fee payable by Subscribers to gain access to the Platform;   |
| Teaching Materials   | : Refers to any information (in line with the curriculum or syllabus approved by the Education Ministry) on any subject prepared and uploaded by a Qualified Person; and   |
| Terms and Conditions | : Refers to the terms and conditions relating to the subscription and use of the Platform as described herein.   |

2.2 The Terms and Conditions contained herein may be amended from time to time. Subscribers are therefore advised to regularly visit the Terms and Conditions page. The Administrator shall not be held responsible in the event Subscribers fail to comply with the latest Terms and Conditions of the subscription and use of this Platform;

2.3

The Terms and Conditions described herein shall be binding on all parties who have subscribed to the Platform

### Clause 3

- 3.1 Subscribers are required to fill in the registration form attached to Annexure 1.
- 3.2 The Administrator shall on a best endeavor basis comply with the Platform's Private Policy and Data Protection Policy as described in Clauses 8 and 9.
- 3.3 Subscribers are advised to carefully follow the instructions and fill in all the information required in the registration form.
- 3.4 The Administrator shall within 24 hours of receiving a completed and properly filled in registration form remit a Password to the registered hand phone number of each Subscriber.
- 3.5 Subscribers are advised to secure the Password provided by the Administrator.

### Clause 4

- 4.1 All password shall be remitted to Subscribers within 24 hours upon receipt of the Administrator of a correctly filled registration form.
- 4.2 The Administrator shall ensure that access to the Platform by valid Password holders are accessible at all times. Where downtime is required, either for maintenance work or unavoidable circumstances, the Administrator shall take all necessary steps to ensure that minimal effect on the Subscribers.
- 4.3 Software and hardware are always maintained and anti-virus software are up-to-date and always updated

### CLAUSE 5

- 5.1 Subscribers shall ensure that all the information provided in the registration form are genuine, accurate and updated
- 5.2 Where subscribers are students, parents are strongly advised to assist in the filling up of the registration form to ensure the Subscribers falling under this category are aware and understand of the Terms and Conditions of the Platform.
- 5.3 Payments for Subscription Fee of Subscribers under this category are to be made by direct debit or from the account form either of their parents.

- 5.4 All Subscribers are advised to observe the Terms and Conditions on the use of the Platform contained herein.
- 5.5 Where the Subscriber is a Qualified Person intending to upload Teaching Materials, the Subscribers under this category shall ensure that the Teaching Material are in accordance with the approved syllabus and curriculum.
- 5.6 The Teaching Materials uploaded must be the updated version of syllabus and curriculum of any subject.
- 5.7 Qualified Persons must declare their qualification when registering as a Subscriber of this Platform.

#### Clause 6

- 6.1 Subscribers of the Platform are subjected to a one-off Subscription Fee of (RM---).
- 6.2 The payment of the Subscription Fee shall be made simultaneous with the submission of the registration form to the Administrator.
- 6.3 Upon the successful registration, a Password will be remitted to the Subscribers registered hand phone number.
- 6.4 All payments must be done in Ringgit Malaysia.

#### Clause 7

- 7.1 Trademarks, logo and other intellectual property relating to the Platform are the rights and exclusively belong to the Administrator.
- 7.2 All copyright relating to any software relevant to this Platform including documentation software, photographs, design, etc. are under exclusive ownership of the Administrator.
- 7.3 Where Teaching Materials are uploaded onto the Platform, the copyright and any other related Intellectual Property rights shall belong to the Qualified Person uploading the Teaching Material.

- 7.4 The Administrator may with the consent of the Qualified Person use the Teaching Material uploaded as a material to promote the Platform.
- 7.5 The Qualified Person is required to declare the authenticity of the Teaching Material uploaded when registering to use the Platform which may include and undertaking to indemnify the Administrator if the Teaching Material uploaded is not the work of the Qualified Person

#### Clause 8

- 8.1 All information received during the registration of the Subscribers will remain as confidential for as long as the Subscribers continue as a Subscriber to the Platform.
- 8.2 The Administrator will throughout the tenure of each Subscriber be bound by this Privacy clause
- 8.2 However, the Administrator will not be bound to maintain the privacy of information:-
- 8.2.1 where consent to use said information is given by parties of this agreement;
- 8.2.3 Information required to be released under law or court orders;

#### Clause 9

- 9.1 All information gathered by the Administrator shall be treated confidentially and with care. The Data and private information policy practiced are in accordance with Annexure 2 attached herein.

#### Clause 10

- 10.1 Subscribers may opt to terminate their subscription and use of the Platform by notifying the Administrator of their intention to cease the subscription.
- 10.2 Upon the termination of the subscription and use of the Platform by the Subscriber, the Administrator shall cancel the Password assigned to the Subscriber and the obligations of both the Administrator and Subscriber to each other and obligations of the latter to the Platform shall cease to exist except for antecedent breaches by either the Administrator, the Subscriber towards each other.

#### Clause 11

- 11.1 In the event access to the Platform is hampered by a Force Majeure or forces beyond their control, neither party shall be in breach of any terms and conditions described herein.
- 11.2 If the Force Majeure continues for three (3) months, either party can terminate the subscription to the Platform with an advanced notice of fourteen (14) days. Upon termination, no other claims can be made upon either party with the exception of losses or claims arising from an antecedent breach.

#### Clause 12

- 12.1 No variations upon the terms and conditions of this Terms and Conditions unless agreed upon by the Administrator.

#### CLAUSE 13

- 13.1 The Administrator and the Subscriber shall seek to amicably resolve all disputes or differences whatsoever which may at any time, whether during the continuance in effect of the use of the Platform or upon or after its discharge or determination, arise between the parties, its construction or effect, as to the rights, duties and liabilities of the parties or as to any other matter in any way connected or arising out or in relation to the subject matter. If a Party determines after negotiating in good faith for 30 days, that any disputes or differences which may arise between the parties cannot be resolved through negotiation, such matters shall be settled by mediation. The mediation process is by a single mediator as provided for by the Mediation Centre of the Malaysian Bar Council.

#### CLAUSE 14

- 14.1 Any notice given to the Administrator must be made in written form and delivered via registered postage or personally delivered to the following address:

**POSPAY EXCHANGE SDN BHD**  
K03-13-3 & K03-13-3A,  
UOA Business Park, No. 1 Jalan Pengaturcara,  
40150 Shah Alam, Selangor  
Telephone No. : 03-50305883

Or sent to admin@carsitu.com

## CLAUSE 15

- 15.1 The Terms and Conditions stipulated herein shall be construed in accordance and control of Malaysian laws and the Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

Subscribers are deemed to have **accepted the Terms and Conditions of the subscription and use of the Platform on the Registration Form being submitted to the Administrator and the Terms and Conditions box has been checked and marked as accepted.**



**Annexure 1**

**Registration Form**

## **Annexure 2**

### **Data Protection & Private Policy**

Your personal data maintained in our database is important to us and is managed with care and utmost secrecy. For your information, we describe below how your personal data is treated by our data management team to ensure that they are well protected.

1. How your data was obtained

Your personal data is obtained when you sign up for our automatic notification service where you enlist your personal email address and when you purchase goods from our website. Your personal data which we obtained is kept with us in our database. Our data management team adheres strictly to the Personal Data Protection Act 2010 and as such is well protected.

2. How your data is used

The data which we have obtained will be used strictly to:-

- 2.1 Connect with you to inform you of the latest offerings on our website;
- 2.2 Obtain your comments and feedback with regards to our service to enable us to improve our service to our customers

3. Your personal safety

We assure you that your personal data is safeguarded with the highest level of secrecy. Your data will only be used strictly for the purposes we described above and for no other. On top of this, sharing of your personal data with third parties are prohibited unless your written permission is given.

4. Know your rights

- 4.1 Choose to leave – you may choose to leave our email contact list by clicking on the “unsubscribe” button at the bottom of emails which you receive from us.
- 4.2 Right to amend your data – you may also opt to instruct us to amend your personal data in our database. Just email the information which you wish for us to amend and we will do it straight away.
- 4.3 Right to update your data – you could also update your data. Just update us on the data which you wish to update and we will update it immediately.

At TiNKA™, our personal service assistants are always on standby to answer any queries which you may have about our service. Feel free to talk to us at .....