

Terms and Conditions

This website, hereinafter referred to as DOBBS VIP is owned, and promoted by Open Dynamics Sdn Bhd (hereinafter referred to as ODSB), a company incorporated in Malaysia under the Companies Act, 1965 and having its registered office at Unit D-2-2, Block D, Pacific Place Commercial Centre, Jalan PJU 1A/4, Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia

ODSB, including subsidiaries and affiliates (we or us or our) provides the information contained on the DOBBS VIP or any of the pages comprising the website (Website) to Customers (Customers) and visitors (Visitors) (cumulatively referred to as you or your or Users hereinafter) subject to the terms and conditions set out in these terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of the website.

PLEASE READ THIS DOCUMENT CAREFULLY. BY ACCESSING OR USING DOBBS VIP, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH TOGETHER WITH OUR PRIVACY POLICY GOVERN ODSB RELATIONSHIP WITH YOU IN RELATION TO THIS WEBSITE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE DOBBS VIP

ODSB may amend/modify these Terms and Conditions at any time, and such modifications shall be effective immediately upon posting of the modified Terms and Conditions on DOBBS VIP. We advise you to review the modified Terms and Conditions periodically to be aware of such modifications. Your continued access or use of DOBBS VIP shall be deemed conclusive proof of your acceptance of these Terms and Conditions, as amended/modified from time to time.

DOBBS VIP may terminate your access, block your future access and/or seek such additional measures that may be deemed to be fit in case of any usage of DOBBS VIP inconsistent with the Terms and Conditions provided below. The use of this website is subject to the following terms of use:

General Terms

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the website. DOBBS VIP reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

Access to DOBBS VIP

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

Licence for Website Access

DOBBS VIP grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of DOBBS VIP and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of this website or its contents; any collection and use of any service listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another party; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of DOBBS VIP and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of DOBBS VIP and its affiliates without express written consent. Any unauthorized use terminates the permission or license granted by DOBBS VIP and / or its affiliates, as applicable.

DOBBS VIP strongly advises you not to test the site with false postings / information, as it will put you at substantial legal risk. It is an offence to use a false name or other false personal information. Wilfully entering erroneous or fictitious information or Postings may result in prosecution by DOBBS VIP.

Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not DOBBS VIP, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity

- to send, use or reuse any material that does not belong to you or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilia or menacing, ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right or is otherwise injurious to third parties or relates to or promotes money laundering or gambling or is harmful to minors in any way or impersonates another person or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States or objectionable or otherwise unlawful in any manner whatsoever or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam to cause annoyance, inconvenience or needless anxiety.

Reviews, Comments, Communications and Other Content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. DOBBS VIP reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of DOBBS VIP violates these Conditions of use and, or terminate your permission to access or use this website.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to DOBBS VIP:

- (i) the content and material is accurate.
- (ii) use of the content and material you supply does not breach any applicable DOBBS VIP policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory).
- (iii) the content is lawful. You agree to indemnify DOBBS VIP and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

Claims against Objectionable Content

Because many comments and postings are posted on the website on a daily basis, it is not possible for us to be aware of the contents of each posting, or each comment or review that is displayed. Accordingly, DOBBS VIP operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of Malaysia or friendly relations with

foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, (" Objectionable Content "), please notify us immediately by following our Notice and Procedure for Notifying of Objectionable Content. Once this procedure has been followed, DOBBS VIP will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of DOBBS VIP, its affiliates or its content suppliers and is protected by Malaysia and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of DOBBS VIP and its affiliates and is protected by laws of Malaysia and international copyright and database right laws. All software used on this website is the property of DOBBS VIP, its affiliates or its software suppliers and is protected by Malaysia and international copyright and author' rights laws.

You may not systematically extract/ or re-utilise parts of the contents of the website without DOBBS VIP and / or its affiliate's (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without DOBBS VIP and / or its affiliate's (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and postings) parts of this website without DOBBS VIP express written consent.

Disclaimer

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by any other party involved in the Transaction and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the Transacting Party.

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness,

timeliness, performance, safety, merchantability, fitness for a purpose, or legality of the products listed or displayed or transacted or the content (including product information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information, software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with DOBBS VIP nor shall DOBBS VIP have any obligations or liabilities in respect of any transactions on the website.

Indemnity and Release

You shall indemnify and hold harmless DOBBS VIP, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release DOBBS VIP and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

Children

If you are a minor i.e. under the age of 18 years, you may use DOBBS VIP only with the involvement of a parent or guardian.

Other Businesses

Parties other than DOBBS VIP and its affiliates may operate stores, provide services, or sell product lines on DOBBS VIP. For example, businesses and individuals offer products via Marketplace. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. DOBBS VIP does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

Communications

When you visit DOBBS VIP or send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number, mobile number and email address while transacting on DOBBS VIP. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mail or phone calls from us with respect to your transactions or accounts.

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Third-party Links

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) do not make any representations regarding the content or accuracy of materials on such third party websites. If You decide to access linked third-party websites, You do so at Your own risk.

Limitation of Liability

TO THE FULLEST EXTENT POSSIBLE BY LAW, DOBBS VIP'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH DOBBS VIP OR YOUR USE OF THE DOBBS VIP CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED RM100.00.

Intellectual Property Rights

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All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website. -You may not create a link to this website from another website or document without DOBBS VIP 's prior written consent.

Notice of Copyright Infringement

If You believe that your copyrighted work has been uploaded, posted or copied to DOBBS VIP and is accessible on DOBBS VIP in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

- I. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf.
- II. A description of the copyrighted work You claim has been infringed, and a description of the activity that You claim to be infringing.
- III. Identification of the URL or other specific location on this web site where the material or activity You claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity.
- IV. Your name, address, telephone number and, if You have one, your e-mail address.
- V. A statement by You that You have a good faith belief that use on the web site of the copyrighted work in the manner You are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law.
- VI. A statement by You, made under penalty of perjury, that the information You have provided in your notice is accurate and that You are either the copyright owner or are authorized to act on behalf of the copyright owner.

The Details can emailed to info@opendynamics.com.my

Restrictions and Prohibitions

Users shall not use any DOBBS VIP in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material, including without limitation DOBBS VIP content,

- I. in violation of any applicable law or regulation,
- II. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others.
- III. that belongs to another person and to which the user does not have any right to.
- IV. that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever.
- V. harm minors in any way.
- VI. deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature.
- VII. impersonate another person or entity.
- VIII. . contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of DOBBS VIP computer systems or website or DOBBS VIP visitors, customers computer systems or site.
- IX. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.

Visitors/Customers are also prohibited from violating or attempting to violate the security of DOBBS VIP, including, without limitation the following activities.

- I. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- II. Access data not intended for you or log into server or account that you are not authorized to access.
- III. Attempt to probe, scan or test the vulnerability of a system or network.
- IV. Attempt or breach security or authentication measures without proper authorization.

- V. Attempt to interfere with, access to any other user including but not limited to by submitting a virus of any kind or Trojan horse to DOBBS VIP, overloading, Flooding, mail bombing or crashing.
- VI. forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
- VII. Copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained in DOBBS VIP except as permitted.
- VIII. Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on this Website to any other system. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or Website, whether in hard copy or electronic format, including postings to any other Website.
- IX. The Visitor shall not utilize the services offered in any manner so as to impair the interests and functioning of DOBBS VIP.
- X. The Visitors undertake that the services offered by DOBBS VIP shall not be utilized to upload, post, email, transmit or otherwise make available either directly or indirectly, unsolicited bulk e-mail or unsolicited commercial e-mail.
- XI. Use any data mining, robots or similar data gathering or extraction methods Notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search DOBBS VIP other than the search engine and search agents available.
- XII. Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of DOBBS VIP.
- XIII. Use the DOBBS VIP 's Services for any unlawful purpose or any illegal activity, or post or submit any content, that is defamatory, libellous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by DOBBS VIP 's discretion.

Customer/Visitor Obligations and Administration of Information in Your Account

-While using DOBBS VIP, Customer / Visitor may have to provide necessary information to complete the transaction (collectively referred as "Transaction Information").

-You agree not to submit any posting descriptions, photographs, financial, contact or other information contained in each Posting's data to DOBBS VIP unless the you have acquired received all necessary rights and authorizations from the owner, including from the photographer and/or copyright owner of any photographs, to publish on DOBBS VIP. DOBBS VIP may also require you to support your claims with respect to the Transaction Information as may be specified by it from time to time. You may further be required to substantiate your claims as to the nature and status of the Transaction Information by swearing an affidavit stating the authenticity of the information/data so provided/displayed. DOBBS VIP may, at its sole discretion but without any obligation to, search for such and remove postings that are alleged to have been submitted in violation of this provision.

-You agree to allow the Posting, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the your website or DOBBS VIP. DOBBS VIP shall have the sole authority to choose the manner in which any Posting will be searched, displayed, accessed, downloaded, copied, and otherwise used on DOBBS VIP and DOBBS VIP shall have the right to modify the posting in the exercise of its rights under this Agreement.

-You agree to allow the Transaction Information, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the your website or DOBBS VIP. DOBBS VIP shall have the sole authority to choose the manner in which any Transaction Information will be searched, displayed, accessed, downloaded, copied, and shared with transacting parties otherwise used on DOBBS VIP and DOBBS VIP shall have the right to modify the Transaction DOBBS VIP in the exercise of its rights under this Agreement.

-You agree that all Transaction Information and associated information provided by you will be accurate to the best of your knowledge.

- DOBBS VIP reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the Transaction Information on the DOBBS VIP without notice.

- The Visitor acknowledges and agrees that DOBBS VIP has absolute discretion to refuse and/or suspend or/and terminate and/or delete and/or amend any artwork, materials and/or information or/and content of any data legal framework and/or moral obligations as placed on DOBBS VIP and in order to avoid infringing any third party's rights and/or any other rules and/or standards and/or codes of practices that may be applicable to the posting on DOBBS VIP and/or the internet.

-Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority.

-No Resale or Unauthorized Commercial Use

-You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of DOBBS VIP.

Privacy

-We respect privacy of Visitors and committed to its protection. Please go through Privacy Policy for further details.

Jurisdiction and Arbitration

-Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority.

Visitors and DOBBS VIP hereby submit to the exclusive jurisdiction of the courts at Malaysia without regard to its conflict of law provisions. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE WRITE TO US or email at info@opendynamics.com.my