

# Terms of Service

## INTRODUCTION

INTlansBlood is an application developed by the Government of Malaysia to assist in managing the COVID-19 pandemic in the country. It was primarily developed to serve as a tool to augment the pandemic management by empowering participatory surveillance amongst people living in Malaysia, contact tracing digitally and providing validated COVID-19 information to the public. The functionally expanded throughout the 2 years since its inception and it currently has 17 modules in total.

## CHANGES TO TERMS

By accessing and using any part of INTlansBlood, you acknowledge that you have read and understood the terms and conditions. We may, from time to time, update these terms and conditions.

## DEVICE

INTlansBlood is an application that can be accessed using both Android and iOS platforms. To access the latest features on INTlansBlood, Android 4.4 or iOS 12 (or their latest operating system versions) is required. INTlansBlood is managed by Ministry of Health and its features may be renewed from time to time. Internet connection will also be needed to be able to use the Service.

## CONFIDENTIALITY

Upon registering on INTlansBlood, you will obtain a personal account that can be accessed by a One Time Password (OTP) that shall be sent to your mobile phone number or email to verify your account before the account is activated. You should not assign, transfer or give authority to any other person to use your identity nor your account. You will be required to keep your account password confidential and every identification that is given to you in your account.

## AGREEMENT

By accessing this application, you will hereby agree:

- To comply with all applicable local and international laws and regulations when using INTlansBlood.
- Not to submit or upload any material that is factually inaccurate, misleading, deceptive, offensive, threatening, pornographic, indecent, or otherwise objectionable to the general public in relation to your use of INTlansBlood.
- Not to access, submit or use any data that is not yours or which you are not validly authorized to access, submit or use.
- To use INTlansBlood without bringing any damage, disruption, disabling, overburden, compromising the operation of INTlansBlood, or interfering with any person's use of INTlansBlood.
- To use INTlansBlood in a lawful manner, consistent with these terms in the absence of fraudulent and malicious acts, for example, by hacking into or inserting malicious code, including viruses, bugs, or harmful data, into INTlansBlood

## COMPLIANCE

You agree to comply with any and all guidelines, notices, operating rules and policies, and instructions pertaining to the use of INTlansBlood, including any amendments to the foregoing, issued by Ministry of Health from time to time, as well as any applicable laws and regulations (e.g., Prevention and Control of Infectious Diseases Act 1988 [Act 342].)

Providing false information is an offense under Section 22 of the Prevention and Control of Infectious Diseases Act 1988 [Act 342] and Section 233 of the Communication and Multimedia Act 1998 [Act 588.]

## LIABILITY

We do not accept any liability to you if we fail, or are interrupted or delayed in the performance of any obligation because of:

- the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by any third party;
- any other event not reasonably within our control.

Ministry of Health reserves the right to amend, delete, and update the modules in INTlansBlood, and also its component. Users are advised to update the INTlansBlood

application from time to time via checking the official media for any announcement of INTlansBlood's latest updates.

## INDEMNITY

Ministry of Health is entitled, without prior notification, to cancel all claims, losses, liabilities, costs and expenses if there is any indication of fraud or violation committed against the prevailing laws of Malaysia. Ministry of Health will not be liable or provide any compensation in any form for any financial losses, damage or legal disputes on the usage of The App if arises between any party who uses the features, modules and functions of the app.

## INTELLECTUAL PROPERTY

Ministry of Health Malaysia owns or has the right to use all intellectual property rights in the contents of INTlansBlood or used for the provision of the application. This includes rights in copyrights, patents, database rights, trademarks and other intellectual property rights.

Property rights do not apply to the following categories of this application, and therefore these must not be used without our or the relevant owner's prior consent:

- any other intellectual property rights, including but not limited to patents, design rights and trademarks;
- any logos, visuals, image rights, trademarks, trade names and design styles (except where these are integral to a document or data set) of the INTlansBloodwebsite, or any predecessor or linked body, as well as of any partner or contributor;
- personal data (which will include but not be limited to images, videos and audio with identifiable people in them);

## VIOLATIONS

Any attempt to gain unauthorised access or any attempt to initiate denial of service to INTlansBlood, including to our services and the computing infrastructure hosting the application will be subjected to criminal investigations by the enforcement authorities. We shall report any attacks or attempts to gain unauthorised access to the site or service to the relevant law enforcement authorities and shall share information about you with them.

## GOVERNING LAW

These terms shall be governed in accordance with the prevailing laws of Malaysia