



# Tablework

## [TABLEWORK] TERMS OF SERVICE

### General

This website and Services are operated, administered, maintained and development by [Tablework] and its third party vendors (referred to as “we”, “us” or “our”, as the case may be). Your access of the website and the use of the Services are governed by this Terms of Access including any amendments made thereto and any other additional operating policies which we, at our sole discretion, may impose from time to time (“**Terms of Access**”).

### Terms of Access

By accessing our website and using our Services, you agree to be bound by these terms below. Please read carefully and understand these terms. If at any time you do not accept any or all if these terms, you must immediately discontinue all access of our website and /or the use of our Services.

Further, we reserve the sole right and discretion to make any amendments to this Terms of Access regulate your access of this website and use of the Services, the said Services shall also be subject to the applicable terms and conditions of any agreements which may govern the subscription and use of the same. As such, this Terms of Access shall be read in conjunction with the terms and conditions of these agreements as may be applicable. Should there be any conflict between this Terms of Access and the terms and conditions of those applicable agreements, the latter shall prevail.

### Users Conduct

- You agree that your access of this web site and use of the Services shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("**Content**"), through this web site or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency.
- You also agree not to hack or attempt to gain unauthorised access into this web site and the services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this web site and the services herein. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately and in failing or delaying to do so, you may also be held liable for the same.

We are not obliged to monitor or review your access of this website or use of the Services. However, we may do so from time to time for our own purposes or where we are compelled to do so under this Terms



# Tablework

of Access. In doing so, we reserve the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to you for doing so.

## **Sharing Your Content and Information**

If you have an account with Tablework, we may display your profile name, profile photo, and [.....] Some of our Services allow you to upload, disseminate, edit, submit, share, store, send or receive content and information. You retain ownership of any intellectual property rights that you hold in such content that you have posted on Tablework.

When you upload, submit, store, send or receive content (for examples, photos and videos) to or through our Services, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, host, store, reproduce, modify, communicate, publish, publicly display and distribute such content that you post on Tablework (“**License**”). The rights you grant in this License are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones.

This License ends when you delete your content or your account unless your content has been shared with others, and they have not deleted it.

It is our policy to respect the privacy of information disclosed or shares by the users of our website and Services. You are encourage to read our Privacy Policy, and to help you make an informed decisions.

## **[Account Safety]**

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## **Intellectual Property Rights**

You hereby agree that the Content including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination thereof which is available on our web site and Services is at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights, all of which are at all times owned exclusively by us or the relevant third party vendor, advertiser, affiliate or other third person, where applicable.

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# Tablework

display, edit the Content in whole or in part in any manner unless you obtain permission from us and/or the third party vendors or are otherwise permitted by law. These terms do not grant you the right to use any branding, trademark or logos used in our Services.

## **Hyperlinks to Third Parties**

Throughout your access of this website and use of the Services, you will come across hyperlinks to third parties' website, which are not under our control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever our endorsement or sanction of the same. Accordingly, we shall not be responsible or liable for your access and use of the same or any information or materials available therein. We shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.

## **Charges and Payment**

You agree and acknowledge that we reserve the sole right and discretion to levy a charge for your registration and/or access to and use of the Services or any portion thereof. You shall be notified of the relevant charges, if any, upon registration and your completion of the registration process, access to or use of the Services shall constitute your agreement and binding acceptance of the same.

If you make a payment on our website, you agree to our Payment Terms unless it is stated that other terms apply.

## **Warranties and Disclaimers**

While we shall use our best efforts to ensure that the Content herein or any portion thereof are, as far as possible, accurate, complete and current, you acknowledge and agree that certain Contents transmitted or made available through the web site may be provided by third parties, therefore, we do not warrant the same and further, we expressly disclaim all liability for any errors, omissions or inadequacies in the Content herein or any portion thereof. Further, we do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. We also do not warrant that this web site, the services herein and the Content will meet your requirements, be uninterrupted, timely or secure.

You are solely responsible for making your own assessment when accessing and using this web site, the services herein and the Content and you agree that your access and use thereof shall be at all times at your sole risk.



# Tablework

Notwithstanding the generality of this Terms of Access, we shall not, at any time whatsoever, be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any interruption or unavailability of this web site, the services herein and/or the Content and/or your access to and use of the same for whatever reason other than a failure in the system where such failure is due to our direct actions, negligence or omission, or where we have been duly informed of its possibility; or from any delay or error in any transmission or communication pertaining to your access and use of this web site, the services herein and the Content.

## **Liability and Indemnity**

You hereby agree to fully indemnify, defend and hold us, our directors, employees, agents and representatives harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which we may have suffered or incurred, whether directly or indirectly, in connection with or as a result of your breach of any of the provisions under this Terms of Access.

## **Waiver**

In the event that we fail or neglect to enforce any provision or remedy under this Terms of Access for whatever reason, we shall neither be construed as having waived our rights to enforce the same nor as having waived our rights to any continuing, succeeding or subsequent breach of the same or any other provision in this Terms of Access.

## **Governing Law & Jurisdiction**

Notwithstanding from where you gain or attempt to gain access to this web site and/or the Services herein, you agree that this Terms of Access, your performance and conduct under it, your access to this web site and use of the Services herein and/or Content and any disputes arising thereunder shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

The performance of our obligations under this Terms of Access are subject always to existing legislation, laws and regulations governing the same and nothing contained in this Terms of Access is in derogation of our rights to comply with and conform to any local authorities requests or legal requirements relating to the access of this web site and use of the Services herein or in respect of the Content or any portion thereof which is provided to or acquired by us for your use.

## **Access Restriction and Termination**

We reserve the right and sole discretion to modify (including limit, replace, disable or delete) this web site, the services herein, your account and/or the Content or any portion thereof as well as to terminate or



restrict your access and/or use of the same at any time or if you have violated the Terms of Access, or otherwise create risk or possible legal exposure for us. Pursuant thereto, where we believe that such modifications are substantial or materially affect your access and use of the same, we shall notify you of such modifications by notice or email, among others, displayed on this web site at least seven (7) days before the said modifications come into effect, except where circumstances beyond our control limit our ability and efforts to do so.

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