

## **TERMS OF USE**

### **Conditions of Access**

By accessing and using this web page and any pages thereof (the “**Website**”), you signify your agreement that you have read and agreed to be bound by the terms and conditions, as amended from time to time (“**Conditions**”). If you disagree with any part of these Conditions below, please discontinue your access or use this Website.

### **Intellectual Property Rights**

All information and materials located or hosted on, or linked to, content, graphics, logos, brand names, and other materials displayed in this Website and any other functionality or facility provided herein (collectively “**Content**”) are protected by copyright, trademark and other forms of proprietary rights under the intellectual property laws of Malaysia and/ or other countries.

No part or parts of the Content may be reproduced, distributed, adapted, modified, republished, displayed, broadcast, hyperlinked, minored, framed or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of **Tips Industry (M) Sdn. Bhd.**(collectively referred to as “**Tips**”, “**we**” or “**us**”), save that Content may be downloaded, printed or used personal and non-commercial purpose.

The terms of “**Tips Industry (M) Sdn. Bhd.** or “**Tips**” and certain products, names, words, titles, phrases, logos, icons, graphics or designs on this Website may also constitute trade names, registered or unregistered trademarks or service marks (the “**Unique Traits**”) of Tips or their respective owners. Nothing on this Website should be construed as granting by implication or otherwise, any license or right to use any of the Unique Traits displayed on this Website, without the prior written permission of Tips.

All other trademarks, trade names, services marks, product names and logos contained herein that are not owned by, licensed to or controlled by us are used in an editorial fashion only, and to the benefit of respective owners, with no intention of trademark infringement, if applicable.

Unless otherwise stated, the rights, titles and interests of the Content are owned by, licensed to or controlled by us.

Any unauthorized downloading, re-transmission, or other copying or modification of the Content, Unique Traits or other contents of this Website may be a violation of statutory or common law rights.

### **Disclaimer and Exclusion of Liability**

All information and materials in this Website are of general nature which have not been verified, considered or assessed by us and are provided to you on an “as is” and

“asavailable” basic without warranties of any kind. The usage of this Website is at your own risk and we hereby disclaim all liabilities and responsibilities to update the Content.

Tips does not provide any warranties, guarantees, or representations regarding the use, true, validity, accuracy, completeness or reliability of the Content including information, data, reports, images, links, sounds, graphics and video sequences or other items on this site or other sites linked to this Website.

Under no circumstances shall Tips, its employees, directors, advisers, suppliers, or partners be liable and responsible for any loss, negligence, claim, liability, expense and costs, damages whether in tort or contract in any manner whatsoever and howsoever (including but not limited to any direct or indirect damages or consequential loss of profits, economic loss, business interruption, and loss of information) arising from or in connection with any access, use or inability to access or use this Website, or reliance on the Content, materials and/ or any information on this Website; any system, server or connection failure, error, omission, interruption, delay in transmission, computer worm, trojan horses, spyware or other harmful component or computer virus; and any use of or access to any other web site linked to this Website in any manner whatsoever, even if Tipshas been advised of the possibility of such damages, losses and/or expenses.

The information published on this Website could include inadvertent technical inaccuracies or typographical errors. Tips, its employees, directors, advisers, suppliers and its partners reserve the right to periodically make changes, corrections and/ or improvements to this Website or any part thereof, at any time and without notice.

You hereby agree irrevocably and unconditionally to indemnify and hold Tips, its subsidiaries, employees, affiliates, directors, advisers, partners, harmless from any claim, demand or damage, liability, expense and cots (including legal fees) suffered or incurred by you directly or indirectly, asserted by any third party due to or arising out of your access and/or use of or conduct on this Website and violations of any of the terms and conditions stated herein.

### **Unlawful and Prohibited Use**

You acknowledge and agree that, as a condition of your use and access of this Website, you explicitly and unconditionally agree not to use it for any purpose at is unlawful or prohibited by the terms and conditions stated herein. You agree not to use this Website in any way that could damage, disable, overburden, or impair this Website or server, or interfere with any other party’s access or use of this Website. You will not attempt to gain unauthorised access to this Website, or any services provided via this Website or computer systems or networks, connected to any Tipsservicer or to any of the services provided via this Website, through hacking, password mining or any other means.

## **Links to Outside Sites**

This Website may contain hyperlinks to outside sites. These links are provided as a courtesy to visitors to this Website, and are not endorsed or verified by Tips. Tips does not accept responsibility for the content of any site linked to or from this Website in any manner whatsoever.

You agree that your access to and/or use of such linked web pages or websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

## **Violation of These Conditions**

We reserve our sole and absolute discretion, to monitor any and all access and use of this Website. We also reserve our right to terminate or block your access and/or use of this Website or any part thereof at any time without notice to you in the event of any violation of these Conditions.

## **Changes**

We may from time to time and at any time, update, amend, vary or revise the materials, information, Content of this Website and these Conditions. You are responsible for ensuring that you have read the most current version of these Conditions.

## **Severability**

The invalidity or unenforceability of any provision of these Conditions or part of any provision of these Conditions shall not affect the enforceability of the remainder of these Conditions.

## **Applicable Law and Jurisdiction**

The law applicable to these Conditions is the law of Malaysia. You agree to submit to the exclusive jurisdiction of the courts of Malaysia.

## **General**

All information, materials, Content, these Conditions and this Website may also be available in Bahasa Malaysia. In the event of any conflict between the English and Bahasa Malaysia versions of the information, materials, Content, these Conditions and this Website, the English version shall prevail.