



## **WEBSITE TERMS OF USE**

3<sup>rd</sup> May 2016

### **1. INTRODUCTION**

1.1 By accessing and/or using any of the website (“Website”) operated by or for and on behalf of webe digital sdn bhd (571389-H) (Formerly known as Packet One Networks (Malaysia) Sdn Bhd) in any way, you agree to be bound by these Website Terms of Use.

1.2 Certain terms and conditions found in the Website will be applicable to you, depending on how you access and/or use our service.

- If you are our WiMAX subscriber, you should look at the [WiMAX General Terms and Conditions](#).
- Our [Fair Usage Policy](#) and the [Privacy Statement](#) generally applies to everyone who is accessing the Website and/or using any of our service.
- You may also want to refer to other Specific Terms relevant to you, which can be found on our Website.

1.3 **THE WEBSITE IS PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF THE WEBSITE IS VERY LIMITED. IT IS THEREFORE IMPORTANT THAT YOU READ THE ENTIRE WEBSITE TERMS OF USE CAREFULLY BEFORE ACCESSING AND/OR USING THIS WEBSITE. BY ACTUALLY ACCESSING AND/OR USING THE WEBSITE, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEING TO BE BOUND BY THESE WEBSITE TERMS OF USE IN ITS ENTIRETY FROM THAT POINT ONWARDS.**

### **2. OUR RIGHTS TO MAKE CHANGES**

2.1 **WE CAN CHANGE ANY TERMS IN THE WEBSITE TERMS OF USE AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT THE WEBSITE TERMS OF USE REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEBSITE. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO ACCESS AND/OR USE THE WEBSITE, WE SHALL TREAT YOU HAVE ACCEPTED THOSE CHANGES.**

### **3. OUR WEBSITE IN GENERAL**

3.1 We do not represent that our website may be available in all regions and countries around the world. In fact, we reserve the right, in our sole discretion, to limit or terminate your ability to access and/or use the Website from certain regions or countries. In addition to that, you assume all obligations and risks associated with the accessibility and/or use of our website from any given region or country in the world.

3.2 We reserve the right to limit and/or prohibit your use and/or access to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.

3.3 You further acknowledge and understand that the Content provided in any part of the Website may contain technical inaccuracies or typographical errors and as such, we may change or update such Information without any notice and without liability, to you.

### **4. WHAT THESE WORDS MEAN IN THE WEBSITE TERMS OF USE**

Unless there is something in the subject or context, the following words are given the following definitions:-

“Account”	means an account opened by you with us and where the context permits, it includes Social Media Account.
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio , files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.
“Intellectual Property Rights”	means all intellectual property rights both in Malaysia and throughout the world including: <ul style="list-style-type: none"> <li>(a) any patents, copyright, industrial design, moral rights and similar rights of any type, trade secrets, registered and unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, registered designs and commercial names and designations;</li> <li>(b) any inventions, discoveries, trade secrets, know-how, computer software and scientific, technical and product information; and</li> <li>(c) any intellectual property rights existing now or in the future.</li> </ul>
“Malaysian Law”	means any domestic law, statute, code, rule, ordinance, regulation, directive, order, judgment, writ, injunction or decree.
“Post/Posted”	means to publish, display, submit and/or upload.
“Social Media Account”	means your social media account such as Facebook, Google+, Twitter, Instagram, or any other social media accounts that you have which is approved by us for log-in purpose.
“User/you/yours”	means you, an individual, persons or corporation who is accessing and/or using the Website.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video or audio or other data or information Posted by you.

## 5. PARENTAL AUTHORITY

5.1 **ONE OR MORE OF THE CONTENT FOUND IN THIS WEBSITE WE PROVIDE MAY NOT BE CATERED TO USER UNDER THE AGE OF 18 AS IT MAY PROVIDE ACCESS TO CERTAIN EXPLICIT CONTENT INCLUDING THE USE OF PROFANE LANGUAGE AND/OR SEXUAL REFERENCES. IF YOU ARE UNDER THE AGE OF 18, PLEASE OBTAIN YOUR PARENT OR GUARDIAN’S PERMISSION BEFORE ACCESSING AND/OR USING THIS WEBSITE. PLEASE DO NOT PROVIDE US WITH YOUR PERSONAL DATA UNLESS YOU HAVE**

**OBTAINED PERMISSION FROM YOUR PARENT OR GUARDIAN. PARENTAL DISCRETION IS ADVISED FOR ALL USERS BELOW 18. WE ENCOURAGE PARENT OR GUARDIAN TO MONITOR THEIR CHILDREN'S INTERNET USAGE AND TO HELP ENFORCE OUR PRIVACY STATEMENT BY INSTRUCTING THEIR CHILDREN NEVER TO PROVIDE PERSONAL DATA THROUGH OUR WEBSITE WITHOUT YOUR PERMISSION. IF YOU HAVE REASON TO BELIEVE THAT A CHILD UNDER THE AGE OF 18 HAS PROVIDED PERSONAL DATA TO US THROUGH OUR WEBSITE, PLEASE CONTACT US AND WE WILL ENDEAVOUR TO DELETE THAT INFORMATION FROM OUR DATABASE. OTHERWISE ALL PERSONAL DATA PROVIDED BY A USER SHALL BE DEEMED TO HAVE BEEN SUBMITTED BY A USER ABOVE 18 OR HAS OBTAINED THE RELEVANT PERMISSION FROM THEIR PARENT OR GUARDIAN.**

## **6. POSTINGS BY THIRD PARTY AND HYPERLINKS TO THIRD PARTY WEBSITE**

- 6.1 This Website may contain hyperlinks to other websites which are neither maintained nor controlled by us, or may contain content posted on or via the Website by third parties. These hyperlinks to other websites are provided to you as a matter of convenience only and therefore, we shall not be responsible for any errors or omissions in any content in the Website, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by these other website, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Website, or arising from access to those websites. Use of the Website and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.
- 6.2 You acknowledge that we do not have control over and we exclude all liability for any material on the internet which can be accessed by using the Website. Neither can we be deemed to have endorsed the content.
- 6.3 You are also responsible for viewing and abiding by the privacy statements and terms of use posted at the third party, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.
- 6.4 Any dealings with third parties (including advertisers) over these third party websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party.
- 6.5 You agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from any one or more of the third party is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. We have no responsibility or liability for any merchant or your relationship with such merchant.

## **7. REGISTRATION AND PASSWORD**

- 7.1 Generally, you can access and/or use the Website without disclosing your personal data. However, if any portion of the Website requires you to register or open an account with us, you must provide us with accurate, complete and updated registration information and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you.
- 7.2 If we allow you to log-in using your Social Media Account, you permit us to access certain information from your Social Media Account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media Account.

7.3 You are responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account.

7.4 Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your personal data and its use as set out in these website Terms of Use. By submitting your information you are consenting to these transfers.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Except for the User Generated Content, the Website and its Content are the property of ours, or are included with the permission of the owner of the rights, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of our website and the Content.

8.2 The Content is provided to you on an “AS IS” basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way. If we expressly allow you to download a particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only do so provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of the Website and our brand.

8.3 You agree that when accessing and/or using the Website, you may be exposed to User Generated Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, protection or integrity of or intellectual property rights relating to such User Generated Content. You further understand and acknowledge that you may be exposed to User Generated Content that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

## **9. USER GENERATED CONTENT**

9.1 As a User, you may be invited (whether or not due to participation of any events, charity, contests, giveaways, etc.), to Post any User Generated Content and you agree, by submitting your contribution, you grant us and our affiliate a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivate works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Privacy Statement.

9.2 You also hereby grant each User of our Website a non-exclusive license to access your User Generated Content through the access and/or use of our Website, and to use such User Generated Content only as permitted through the functionality of the Website.

9.3 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that has been removed or deleted. The above licenses granted to us, by you in User Generated Content is irrevocable.

9.4 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that:-

- (a) your User Generated Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret,

copyright or other proprietary rights in and to any and all User Generated Content to enable us to use of the User Generated Content in the manner required by us and that you have the right to make it available to us for all the purposes specified above;

- (b) your User Generated Content is not defamatory;
- (c) your User Generated Content does not infringe any law;
- (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
- (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein;
- (f) you shall indemnify us against all legal fees, damages and other expenses that may be incurred by us as a result of your breach of the above warranty; and
- (g) waive any moral rights in your User Generated Content for the purposes of its submission to and publication in the Website and the purposes specified above.

9.5 You understand that whether or not such User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.

9.6 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with User Generated Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's Intellectual Property Rights. We further reserve the right to remove Content and User Generated Content without prior notice as stated in these Website Terms of Use.

9.7 You understand and agree that we may review and delete any User Generated Content that you Posted at any time without notice, without liability and for any reason whatsoever, and/or that we, in our sole judgment, believe (1) violates these Website Terms of Use, (2) might be offensive or illegal, or (3) might violate the rights of, harm, or threaten the safety of any other User.

9.8 Below is a partial list of the kind of User Generated Content which we consider to be illegal or prohibited:-

- is patently offensive to the online community, such as User Generated Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;
- includes any information that (1) you know is false or misleading, (2) promotes illegal activities or conduct that is abusive, or (3) is threatening, obscene, defamatory, or libelous;
- constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, (1) pirated computer programs or links to them, (2) information which circumvents manufacturer-installed copy-protect devices, (3) pirated music, images, or video, or links to pirated music, image, or video files;
- displays pornographic or sexually explicit material of any kind;
- includes material that exploits people under the age of 18 in a sexual or violent manner, or is intended to solicit personal information from anyone under 18;

- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personally identifying information for commercial or unlawful purposes from other Users;
- constitutes or includes any promotion, sales or other commercial activity such as contests, sweepstakes, barter, or advertising; or
- solicit and engages in political discussions.

If you do Post it, we may revoke, suspend and/or terminate your access and/or use of the Website and our service. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from the Website and report you to the appropriate authorities.

Even though all of the above User Generated Content is strictly prohibited, there is a small chance that you might become exposed to such items while using and/or accessing our Website and/or service. IF SO, WE, OUR AFFILIATE, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, ADVERTISERS OR CORPORATE PARTNERS SHALL NOT BE LIABLE IN ANY WAY OR RESPONSIBLE FOR ANY LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT) TO OR FROM ANY PARTY RELATED TO SUCH EXPOSURE.

9.9 **Copyright Protection Policy.** If you believe that your work has been copied and Posted in the Website, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact us at [careline@webe.com.my](mailto:careline@webe.com.my).

9.10 **User Disputes.** You are solely responsible for your interactions with other User. We reserve the right, although we have no obligation, to monitor disputes between you and other User, and to take any action that we feel may be appropriate in our sole discretion, consistent with the terms of these Terms of Use, including the termination of the membership of one or more User.

9.11 Please read our Fair Usage Policy in relation to your conduct on User Generated Content.

## 10. COMPLIANCE WITH THE MALAYSIAN COMMUNICAITONS AND MULTIMEDIA CONTENT CODE ("Code")

10.1 In addition to the above, you are also obliged to comply with the requirements of Malaysian Law including but not limited to the Code and will NOT provide any prohibited content or any content in contravention of Malaysian Law. We reserves the rights to remove such prohibited User Generated Content, or any content that contravenes the Malaysian Law with or without notice to you in accordance with the complaints procedure contained in the Code. For more information on the Code and the Content Forum, please visit [www.cmcf.my](http://www.cmcf.my).

## 11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1 You expressly understand and agree that

(a) You assume total responsibility and risk for the use of the Website. We do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Website, any product, information or service provided through the Website or on the internet generally, and we shall not be liable for any cost or damage arising either directly or indirectly from any such transaction.

(b) We make no warranty that (i) the Website will meet your requirements or will always be accessible, (ii) the Website will be uninterrupted, timely, secure, error-free or free from computer virus or other

invasive or damaging code, (iii) the results that may be obtained from the use of the Website will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations, and (v) any errors in the Website will be corrected.

- (c) Any content downloaded, uploaded or otherwise obtained through the use of the Website is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Website or on the internet generally.
- 11.2 In no event shall we be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the website, delays, inaccuracies or errors in the information or in the transmission of the website, or any information or transactions provided on or over the website or downloaded or hyperlinked from the website, or performance of the contents on the website, even if you have been advised of the possibility of such damages.
- 11.3 IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THE WEBSITE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND WHERE SOFTWARE APPLICATION HAS BEEN INSTALLED, TO UNINSTALL IT.
- 11.4 You specifically agree that we are not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including Intellectual Property Rights.
- 11.5 The Website is controlled and offered by us from our facilities in Malaysia. We make no representation that the Website is appropriate or available for use in other regions and countries. Those who access or use our Website from other jurisdictions do so at their own violation and are responsible for compliance with local law.

## **12. GENERAL PROVISIONS**

- 12.1 These Website Terms of Use, and your relationship with us, shall be governed by the laws of the Malaysia without regard to its conflict of law provisions. You and we agree to submit to the exclusive jurisdiction of the courts in Malaysia, to resolve any legal matter arising from the access and/or use of the Website. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 12.2 Our performance of these Website Terms of Use is subject to existing laws and legal process, and nothing contained in these Website Terms of Use is in derogation of our right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your access and/or use of the Website or information provided to or gathered by us with respect to such use.
- 12.3 If any provision of these Website Terms of Use is held invalid, the remainder of these Website Terms of Use will continue in full force and effect, and If any provision(s) of the Website Terms of Use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. These Website Terms of Use shall not be construed against us as the principal draftsman hereof. A printed version of these Website Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.



- 12.4 Our failure to insist upon or enforce strict performance of any provision of these Website Terms of Use shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by us in writing.
- 12.5 For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us. You may not assert any claim against us and/or our affiliate in connection with the access and/or use of the Website unless you have given us such written notice of the claim within fourteen (14) days after you know or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the access and/or use of the Website must commence within six (6) month after the cause of action arose; otherwise, such cause of action is permanently barred.
- 12.6 We may assign its rights and obligations under these Website Terms of Use to any party at any time without notice to you and these Website Terms of Use shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

Should you have any questions concerning these Website Terms of Use, please contact us at [careline@p1.com.my](mailto:careline@p1.com.my).