

Terms & Conditions (TM ONE Website)

TM ONE Website Use and Access Agreement

1. ACCEPTANCE OF TERMS – GENERAL

- The use of TM ONE Website is subject to the terms and conditions (“T&C”) provided herein. By accessing and using TM ONE Website you agree to be bound by this T&C and any modifications and amendments, which may be posted by TM ONE on TM ONE Website from time to time.
- You agree that TM ONE may modify and amend this T&C at any time without notice. Unless explicitly stated otherwise, any new service introduced by TM ONE, shall be subject to this T&C. All such notices are hereby incorporated by reference into the T&C. You are responsible for regularly reviewing TM ONE T&C posted on TM ONE Website. By continuing to use TM ONE Website, you are deemed to have agreed to be bound by any modifications and amendments to this T&C.
- You can access TM ONE Website home page and browse the Website without disclosing your personal data.

The service and links of the TM ONE Website may include links to third party websites and are subject to Section 7 herein;

- You shall mean any user of TM ONE Website.
- “TM ONE” shall mean TM ONE Berhad and “TM ONE Group” shall mean any subsidiary of TM ONE Berhad.
- “TM ONE Service” shall mean the information, communications and technology services and products provided and made available to you by TM ONE Group.

2. USE AND SECURITY

- Information on TM ONE Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. TM ONE may also make improvements and/or changes to TM ONE Website at any time without notice.
- TM ONE Website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and

software necessary to access TM ONE Website and assume all risk associated therewith.

- TM ONE Website may not be available to be accessed from all regions and countries of the world. TM ONE reserves the right, in its sole discretion, to limit or terminate your ability to access TM ONE Website from certain regions or countries, and you assume all risk associated with the accessibility of TM ONE Service, Website from any given region or country of the world.
- TM ONE Website collects or receives and stores certain personal non-identifiable information. Such information is collected passively using various technologies and for now cannot be used to specifically identify you. This information may include:-
 - device-specific information such as hardware model, operating system version, unique device identifiers, mobile network information, memory, sound card data, Internet Protocol (IP) address;
 - cookies that may uniquely identify your browser;
 - details of how you access and/or use TM ONE Portal or TM corporate website for example your search queries;
 - total number of visitors accessing and/or using TM ONE Portal or TM corporate website;
 - diagnostic and usage data generated by your device;
 - how you and other users use and interact with TM ONE portal or TM corporate website, even if you are not registered at or signed in.
 - details whether you open, read, or delete messages sent via targeted marketing which includes web beacons, cookies or similar technologies.

The above is collectively known as “Non-Personal Information”. If we do combine Non-Personal Information with Personal Data, the combined information will be treated as Personal Data for as long as it remains combined.

If you do not wish for your Personal Data to be collected via cookies, you may deactivate cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser.

- TM ONE reserves the right to limit or prohibit your entry into its Website in its sole discretion and shall not be liable for such limitation or prohibition.

3. YOUR CONDUCT

- You agree to use TM ONE Website only for lawful purposes and in accordance with this T&C.

- You agree to notify TM ONE immediately of any unauthorised use or any other breach of security at the end of each session. TM ONE cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through TM ONE Service. Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding on-line communication in the country in which you reside.
- You may not use TM ONE Website in any manner that could damage, disable, overburden, or impair the TM ONE Website (or the network(s) connected to TM ONE Service) or interfere with any other party's use and enjoyment of TM ONE Service. You may not attempt to gain unauthorised access to the TM ONE Website, computer systems or networks connected to TM ONE Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through TM ONE Website.

4. TERMINATION/ACCESS RESTRICTION

- Without limiting anything herein contained, TM ONE reserves the right to terminate TM ONE Website at any time without notice and for any reason.
- In addition to any termination rights TM ONE may have under this T&C, TM ONE may terminate your access to TM ONE Website without notice and in its own discretion in the occurrence of the following:
 - You materially violate any notice posted from time to time on the TM ONE Website, any applicable law, rule or regulation relating to the use of the TM ONE Service; or
 - Any law, regulation, or governmental action renders all or any portion of the TM ONE Website (or your use of the TM ONE Service) unlawful or impracticable; or
 - Your use of TM ONE Website impairs or threatens to impair the integrity or functionality of TM ONE network in any manner; or
 - If TM ONE believes that you have violated or acted inconsistently with the letter or spirit of this T&C.
- You agree that TM ONE shall not be liable to you or any third-party for any termination of your access to the TM ONE Website.

5. DISCLAIMER & LIMITATION OF LIABILITY

- TM ONE makes no warranty that TM ONE Website will meet your requirement or that TM ONE Website will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through TM ONE Website are true, accurate, or are free of viruses or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to TM ONE Website for the reconstruction of any lost data. All use of TM ONE Website is at your own risk and you are solely responsible for all damages resulting there from.
- TM ONE Website is not intended for “mission critical” circumstances and is provided on an “as is,” “where is” and “as available” basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, noninfringement or implied warranties of merchantability or fitness for a particular purpose.
- To the maximum extent permitted by applicable law, TM ONE disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and noninfringement with respect to TM ONE Website and transactions performed through the service or on the Internet generally. TM ONE makes no representations or warranties as to the quality of the call or any connection to or any transmission over the Internet.
- To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall TM ONE be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if TM ONE has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use TM ONE Website any changes to TM ONE Website and unauthorised access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through TM ONE Website or arising in connection with the fraudulent or unlawful acts of any third party.
- You specifically agree that TM ONE is 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.
- If you are dissatisfied with TM ONE Website, the materials available on or through the TM ONE Service, Website or with the provisions of this T&C, you agree that your sole and exclusive remedy is to discontinue using TM ONE Website or any of TM ONE other products and services.
- TM ONE will take reasonable measures to maintain the privacy and security of all private information provided by you to TM ONE Website, but third parties (such as hackers) may breach or attempt to breach TM ONE security measures or may gain unauthorised access to TM ONE database or other equipment containing your information. You agree that TM ONE shall not be liable for damages of any

sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of TM ONE Website or any other company equipment or user information.

6. INDEMNITY

- You agree to indemnify, defend and hold TM ONE, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to TM ONE Service and Website harmless from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation by you of this T&C or asserted by any third party due to or arising out of your use of or conduct on TM ONE Website.

7. LINKS TO THIRD PARTY SITES

- TM ONE Website may contain links to third party Web sites ("Linked Websites") and include advertisements. You agree that Linked Websites and advertisements are necessary for TM ONE to provide TM ONE Service. Such links and advertisements are provided to you only as a convenience. TM ONE shall not be responsible if the Linked Website is not working appropriately. TM ONE has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or advertisement, including without limitation any link contained in a Linked Website and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites, 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.
- Any dealings with third parties (including advertisers) over the Linked 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. You agree that TM ONE 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 a Linked Website 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. TM ONE has no responsibility or liability for any merchant or your relationship with such merchant.

8. DISCLOSURE AND CONFIDENTIALITY

- TM ONE reserves the right to disclose any personal information about you or your use of the TM ONE Service and without your prior permission if TM ONE in good faith, believes that such action is necessary to:
 - (1) conform to legal requirements or comply with legal process;
 - (2) protect and defend the rights or property of TM ONE or its holding or affiliated company;
 - (3) enforce this T&C ; or
 - (4) act to protect the interests of its members or others.
- Any non-personal information or material sent to TM ONE by you will generally NOT be treated as confidential.

9. PROPRIETARY RIGHTS COPYRIGHT

- TM ONE Website, all images, text, graphics, logos, sound, programs and any other material (“Content”) found on TM ONE Website are protected by trademark, copyright, or other intellectual property laws and international treaties. Any commercial use of TM ONE Website and Content found on TM ONE Website is strictly prohibited, without TM ONE express and prior written consent. Any reproduction or redistribution of TM ONE Service, and Content found on TM ONE Website, not in accordance with the T&C herein is expressly prohibited by law, and may result in severe civil and criminal penalties.
- Elements of TM ONE Website, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
- No logo, graphic, sound or image from this Website may be copied or retransmitted unless expressly permitted by TM ONE.

10. TRADEMARKS AND THIRD PARTY MATERIALS

- TM ONE reserves all rights in its corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively “Marks”) and nothing in this T&C grants you the license to use such Marks. Additionally, other marks which appear on this site may be marks of third parties that are not affiliated with TM ONE. TM ONE and the TM ONE Group do not control or endorse the content of third party websites.

11. GENERAL

- This T&C are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between you and TM ONE regarding this T&C will be subject to the exclusive jurisdiction of the courts located in Malaysia and you expressly waive all defences to jurisdiction. You agree that TM ONE Website

shall, for the purpose of determining jurisdiction and applicable law, be deemed to have originated and been provided by TM ONE in and from Malaysia.

- This T&C contain the entire understanding between the parties hereto with respect to TM ONE Website, and supersedes all previous oral or written agreements or understandings between you and TM ONE, and no advice or information, whether oral or written, obtained by you from this Website (whether before or after the date you accept this T&C) shall create any obligation or warranty on the part of TM ONE not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by TM ONE Group, third-party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this T&C.
- TM ONE performance of this T&C is subject to existing laws and legal process, and nothing contained in this T&C is in derogation of TM ONE right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of TM ONE Website or information provided to or gathered by TM ONE with respect to such use.
- If any provision of this T&C is held invalid, the remainder of this T&C will continue in full force and effect, and if any provision(s) of the T&C 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. This T&C shall not be construed against any party as the principal draftsman hereof. A printed version of this T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.
- TM ONE failure to insist upon or enforce strict performance of any provision of this T&C shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by TM ONE in writing.
- Notices to you shall not be modified, except by an express modification by TM ONE as described herein and may be made via either email or regular mail or by displaying notices or links to notices to you generally on TM ONE Service.
- TM ONE reserves the right to amend any of the provisions of this T&C from time to time. Amendments will be effective immediately upon notification on TM ONE Website. Your continued use of TM ONE Website and participation of, TM ONE Service will represent an agreement by you to be bound by this T&C as amended.
- You may not assert any claim against TM ONE in connection with TM ONE Website unless you have given TM ONE written notice of the claim within fourteen (14) days after you knew 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 TM ONE Website must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

- TM ONE may assign its rights and duties under this T&C to any party at any time without notice to you and this T&C shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

Should you have any questions concerning this T&C, or if you desire to contact TM ONE for any reason, please send an e-mail to info@tmone.com.my