

## **TCT APPS SOLUTION SDN BHD Terms of Use**

**(Effective as of 2017-11-01)**

Welcome to the TCT APPS SOLUTION SDN BHD service (the “Service”). The following Terms of Use apply when you view or use the Service via our website located at <https://www.appletea.com.my> or by accessing the Service through clicking on the application (the “AppleTea”) on your mobile device. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

### **USE RESTRICTIONS.**

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user’s account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;

- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

## **POSTING AND CONDUCT RESTRICTIONS.**

When you create your own personalized account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at

our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

### **ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at [support@appletea.com.my](mailto:support@appletea.com.my).

### **LINKS TO OTHER SITES AND/OR MATERIALS**

As part of the Service, the Company may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these

Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

## **INTELLECTUAL PROPERTY**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

## **EMAIL MAY NOT BE USED TO PROVIDE NOTICE**

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

## **MODIFICATION OF TERMS OF USE**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our

revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.