

WELCOME TO REPOTLAH TERMS OF USE

1. General

- 1.1 These Terms of Use and its Annexures (collectively, the "**Terms**") govern your Use of Repotlah and Repotlah Features (herein defined respectively).
- 1.2 By Using Repotlah or Repotlah Features, you are agreeing to these Terms. Any non-compliance with these Terms may result in civil or criminal liability. If you do not agree to these Terms, please do not Use Repotlah or Repotlah Features.
- 1.3 Repotlah and Repotlah Features are provided by Repotlah Tech Sdn Bhd ("**we**", "**us**" or "**our**") in order to provide members of the public access to products and services offered by State Government of Selangor and other services. If you have any question about these Terms, Repotlahor Repotlah Features, please contact us at –

Repotlah Tech Sdn Bhd

Email: info@Repotlah.my

Address: No. 46-1, Jalan Wangsa Setia 3 Wangsa Melawati 53300 Setapak
Wilayah Persekutuan Kuala Lumpur Malaysia

- 1.4 Before you Use Repotlah or Repotlah Features, please check that you are Using -
 - a) Repotlah and Repotlah Features that are from a legitimate source (i.e. Repotlah Mobile, Repotlah Website or Approved Online Stores); and
 - b) Repotlah and Repotlah Features that are operated and/or published by us.

If you Use Repotlah or Repotlah Features that are not from a legitimate source or not operated or published by us, we will not be responsible for anything that results from such Use.

- 1.5 These Terms only govern the relationship between us and you. Additional or separate terms may apply to your use of other Repotlah applications, websites or services. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will

govern. The dealings between you and any other third party are not governed by these Terms. The extent to which Repotlah is Used by you may be subject to Third Party Terms as described in Clause 6.

2. Interpretation

1.1 In these Terms, unless otherwise defined or unless the context otherwise suggests, when the following words and phrases are used, they will have the following meanings -

"Account" refers to the account which you have with us for purposes of Repotlah or Repotlah Features.

"Approved Online Stores" means (i) the official Apple App Store accessible at <https://www.apple.com/sq/ios/app-store> or such other successor site; (ii) the official Google Play accessible at <https://play.google.com> or such other successor site; and (iii) such other websites as may be specified by us from time to time.

"Approved Recipients" means the Public Agencies and third parties requesting for your information, and that are approved and consented by you to receive your Profile Data upon your authorization which may include Approved Service Providers.

"Approved Service Providers" means the relevant Public Agencies and third parties approved by us to use Repotlah and as a means of electronic identification, authentication or authorisation for their online or offline services (each a **"Specific Service"**).

"Compatible Device" means a Device which meets or exceeds the requirements prescribed by us from time to time.

"Content" means any and all data, information, images, text, messages, notifications, digital content and/or media that may be uploaded, created, produced, generated, stored and/or transmitted through the Use of Repotlah or Repotlah Features including mobile number and location data captured via QR scanner.

"Device" means a computer, laptop, mobile phone, smartphone, tablet, phablet, kiosk or other device from which Repotlah can be accessed and used.

"Guidelines" means any and all additional terms, instructions, guidelines, directions and/or policies with respect to any operational or technical details or FAQs regarding Repotlah and/or Repotlah Features, as may be issued or amended by us from time to time.

"Incorporated Terms" is defined in Clause 6.4.

"Intellectual Property Rights" means any and all rights existing from time to time, whether existing now or in the future, under any trademark law, copyright law, patent law, trade secret law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world.

"Login Credentials" means the Repotlah Username, Repotlah Password, Repotlah Passcode, Repotlah Mobile on the Registered Mobile Device and/or any other unique login, identification or credential issued, prescribed or otherwise approved by us in accordance with Clause 4.1 to allow you to Use Repotlah.

"Organisation" means a company, partnership, association or other organisation or body corporate.

"PDPA" means the Personal Data Protection Act 2010.

"personal data" has the same meaning as set out in the PDPA.

"Privacy Statement" is defined in Clause 12.1.

"Profile Data" means all data (including personal data) contained in your user profile under your Account and which may contain data populated by you through the use of other data from data source(s) approved by us.

"Re-Directed Features" is defined in Clause 11.1.

"Registered Mobile Device" means a Compatible Device which has been registered or enrolled with us for use with Repotlah Mobile in connection with Repotlah and your Account.

"Shortcuts" is defined in Clause 11.1.

"Repotlah" means the electronic identification, authentication, or authorisation service known as "*Repotlah*" through such Devices, websites, channels or platform, as may be designated by us from time to time.

"Repotlah Features" means any and all products, services, features, information, documents, software, application programming interface ("API"), content, know-how, inventions, processes, designs and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter) supplied or made available to you in connection with Repotlah. **"Repotlah Features"** includes but are not limited to the following features, products, services and platforms:

- a) Repotlah ID;
- b) Generating reports on Potholes;
- c) Uploading dashcam videos;
- d) Generating reports on Traffic light malfunctions

"Repotlah Mobile" means the mobile application designed to, amongst other things, be used as an authentication form factor, known as *"Repotlah Mobile"*, from Approved Online Stores;

"Repotlah Passcode" means the passcode that you set up for use with your Account on Repotlah Mobile;

"Repotlah Password" refers to the valid password that you use in conjunction with the Repotlah Username to access Repotlah or other password-protected or secure areas of Repotlah;

"Repotlah Username" refers to the unique login identification name or code which identifies you for purposes of Repotlah;

"Repotlah Website" refers to www.Repotlah.com or such other website as may be specified by us from time to time;

"Specific Service" is defined within the defined term **"Approved Service Providers"**;

"Terms" is defined in Clause 1.1.

"Third Party" is defined in Clause 6.1.

"Third Party Terms" is defined in Clause 6.1.

"Updates" is defined in Clause 14.1.

"Use", "Uses", "Using" or "Used" in relation to Repotlah or Repotlah Features includes downloading, installing, accessing, operating or using Repotlah or Repotlah Features.

1.2 Unless the contrary intention appears, in these Terms -

- a) headings are inserted for convenience only and do not affect the interpretation of these Terms;
- b) words importing the singular include the plural and *vice versa*;

- c) references to persons are to be construed as references to an individual or a body corporate as the context requires;
- d) the words, "*include*" "*includes*" and "*including*" are to be read as if they are followed by the phrase "*without limitation*";
- e) any reference to "**Repotlah**" includes a reference to "*part of Repotlah*" and any reference to "**Repotlah Features**" includes a reference to "*part of Repotlah Features*"; and
- f) any reference to any Act of Parliament includes any amendment, replacement or re-enactment to that Act and includes any subsidiary legislation made under that Act.

3. Usage Terms

- 3.1 Subject to Clause 3.2 and unless otherwise authorised by us, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to Use Repotlah, Repotlah Mobile and Repotlah Features for the purposes stated under these Terms only.
- 3.2 If you Use Repotlah or Repotlah Features on behalf of an Organisation, you represent and warrant that you have been authorized: -
 - a) to Use Repotlah and Repotlah Features on behalf of the Organisation; and
 - b) to bind the Organisation to these Terms.

In such circumstances, any reference to "you" in these Terms will include your Organisation.

3.3 You agree that you will not, directly or indirectly -

- a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of Repotlah or Repotlah Features (including authentication, password issuance and reset services);
- b) Use Repotlah for any commercial purpose or for the benefit of any third party (save where authorised by us), including renting, selling, leasing or directly or indirectly charging others for Use of Repotlah;
- c) reproduce or make any copies of the Repotlah Features, including any software therein;
- d) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of Repotlah and the Repotlah Features, including any feature that -
 - i) prevents or restricts access or use of any particular functionality or feature of Repotlah and Repotlah Features;
 - ii) prevents or restricts the access or use of any Account; or
 - iii) prevents or restricts the access to, or use of any Content that is made available or accessible through Repotlah;
- e) access, log into or use any Account that is not yours, or which you are not validly authorised to access, log into or use;
- f) misrepresent or make false or misleading claims regarding Repotlah or the Repotlah Features;
- g) Use Repotlah or Repotlah Features for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;
- h) use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of Repotlah or Repotlah Features or to intercept or expropriate any Content or personal data from Repotlah or Repotlah Features;

- i) Use Repotlah or Repotlah Features in any manner that could damage, disrupt, disable, overburden, or impair the operation of Repotlah or Repotlah Features or interfere with any person's Use of Repotlah or Repotlah Features;
- j) while Using Repotlah or Repotlah Features, upload, post or transmit any Content of any type that -
 - i) is contrary to any law, statute or subsidiary legislation;
 - ii) is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
 - iii) infringes or violates the rights of any person;
- k) Use Repotlah or Repotlah Features to access data not intended for you; and
- l) solicit any password or personal data from any person or entity for the purpose of Using Repotlah.

4 Access to Repotlah and your Account

- 4.1 The features and functionalities of Repotlah and Repotlah Features are accessible with an Account. Unless otherwise authorised or permitted by us, you must register for an Account via the Repotlah Website, Repotlah Mobile or log into your existing Account to use such features or functionalities. You agree that you will only obtain and maintain one Account and one set of Login Credentials, as we will only recognise one Account per individual.
- 4.2 You can access Repotlah and Repotlah Features with the use of your Login Credentials. You are responsible for the confidentiality, safekeeping and security of your Account details, including your Login Credentials that are required to access your Account. For example, -
 - a) you should take appropriate steps to keep your Device, the information and software stored on your Device secure, including clearing your browser cookies and cache before and after Using Repotlah; and
 - b) you must not share your Login Credentials with anyone else.

You must notify us immediately if you know or suspect the confidentiality of your Login Credentials or Account has been compromised or accessed without your permission. To protect the confidentiality of your Login Credentials and Account, we may require you, from time to time, to change your Repotlah Password and you agree to do so when required. If we are investigating suspected misconduct, or if you do not comply with these

Terms, we may suspend or disable your Login Credentials without giving any reason or prior notice. We are not liable or responsible for any loss or damage arising out of or in connection with your Login Credentials being suspended or disabled.

4.3 You agree that -

a) you will be liable and responsible for any transaction or activity conducted through, or purported to be conducted through, your Account and under the Specific Services;

b) any -

i) Use or purported Use of Repotlah or Repotlah Features; and

ii) information, data, instructions or communications, whether or not authorised by you, referable to your Login Credentials,

will, as the case may be, be deemed to be -

(A) Use of Repotlah or Repotlah Features by you; and

(B) information, data, instructions or communications transmitted and validly issued by you; and

c) you will be responsible for any –

i) Use or purported Use of Repotlah or Repotlah Features; and

ii) information, data, instruction or communication, whether or not authorised by you, referable to your Login Credentials, and we (and the Approved Service Providers) may act upon, rely on and hold you responsible and liable, as if the same were carried out, transmitted or issued by you.

4.4 We are under no obligation, nor are we able, to verify the authenticity of any transaction and activity conducted through your Account or under any of the Specific Services, or the identity of the person logging into and using your Account and you agree that we (and the Approved Service Providers) may act upon, rely on or hold you solely responsible and liable, as if the same were conducted by you. You agree that you will not hold us or any Approved Service Provider responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by you or any third party if there is any unauthorised use of your Account.

- 4.5 You may only activate and maintain one Registered Mobile Device at any given time. To use Repotlah Mobile, you are required to activate Repotlah Mobile by registering your mobile device (which will be a Compatible Device) for Repotlah Mobile in accordance with our latest instructions, procedures and directions.
- 4.6 Once a mobile device (which will be a Compatible Device) has been registered for Repotlah Mobile in respect of your Account, we owe no duty to verify your Login Credentials. All use or access of Repotlah Mobile (whether such access or use is authorised by you or not) will be deemed to be use or access of Repotlah Mobile by you.
- 4.7 You will exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Registered Mobile Device or Repotlah Passcode. We will not be responsible or liable for any loss caused to or damage suffered by you if any person should obtain possession of any Registered Mobile Device and obtain information about you, your use of Specific Services or your Account or carry out any transaction through your Account or under any of the Specific Services through Repotlah Mobile.

5 Reservation of Rights

- 5.1 We reserve the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through the Repotlah Website, Repotlah Mobile, or through such other means as we may deem appropriate. Your continued Use of Repotlah or Repotlah Features following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms, please do not Use Repotlah and Repotlah Features.
- 5.2 We reserve the right to -
 - a) update, enhance, upgrade, reduce, or otherwise modify or vary Repotlah and Repotlah Features, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to Repotlah and Repotlah Features;
 - b) suspend Use of Repotlah and/or Repotlah Features, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
 - c) deny or restrict Use of Repotlah and/or Repotlah Features to you without ascribing any reasons and without liability to you whatsoever;

- d) discontinue or terminate Repotlah and/or Repotlah Features, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and
 - e) introduce, restrict or vary access to the Specific Services without notice or liability to you whatsoever.
- 5.3 Without limiting Clause 5, if your Use of Repotlah or Repotlah Features is in breach of these Terms, we may immediately disable your Login Credentials and terminate your Account and your Use of Repotlah and Repotlah Features without notice and to take all such action as we consider appropriate, desirable or necessary.
- 5.4 We retain the discretion in determining whether or not to provide maintenance and support services for Repotlah and Repotlah Features, and if so, the type and nature of such maintenance and support services.
- 5.5 You agree that without limiting Clause 4.3 we may, at our discretion, and without stating any reasons whatsoever, take such verification measures which may include -
- a) measures that require you to prove your identity or confirm or validate the actions conducted on your Account by alternative means; and
 - b) measures declining or delaying to act on actions conducted on your Account until your identity has been verified or such actions have been validated or confirmed in accordance with Clause 5.5(a) above.

Please note that we will never ask you for your Login Credentials, whether as a verification measure or otherwise.

- 5.6 For the avoidance of doubt, we will not be under any obligation to take any verification measure in Clause 5.5. We will not be responsible or liable for any loss, liability or expense suffered or incurred by you arising, directly or indirectly, from any verification measure taken by us in accordance with Clause 5.5.

6 Third Party Terms

- 6.1 Repotlah may require, enable, provide, or facilitate access to or use of website, software or services of a third party ("**Third Party**"), including Specific Services and Approved Online Stores, and may be used in combination with software or services of such third parties to electronically identify, authenticate, and/or authorise users prior to their access or use of Specific Services of the Approved Service Providers. In such an event,

there may be additional terms governing such access or use (the "**Third Party Terms**") that will bind either us or you or both. For example –

- a) if you choose to download Repotlah Mobile from Google Play, the relevant terms of service from Google LLC would apply;

- 6.2 It is your responsibility to check and read the most up-to-date versions of these Third Party Terms and you are deemed to have notice of the same. In particular, you are deemed to have notice of any terms that we (under the Third Party Terms) are required to notify you of, and you agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user.
- 6.3 If the Third Party Terms require you to enter into an agreement directly with the Third Party, then you agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms.
- 6.4 You agree to indemnify and keep us harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of such Third Party website, software or service or your non-compliance with the Third Party Terms or Incorporated Terms which causes us or the relevant Third Party to breach any of the Third Party Terms.
- 6.5 You will not hold us liable for any damage or loss of any kind caused as a result (direct or indirect) of the use of such Third Party website, software or service, including any damage or loss suffered as a result of reliance on the contents contained in or available from such Third Party website, software or service.
- 6.6 For the avoidance of doubt, nothing in Repotlah or Repotlah Features will be considered an endorsement, representation or warranty of or by us with respect to any Third Party or any Third Party's content, products, services or otherwise, even where the Third Party website, software or service may require the Use of Repotlah. We make no representation or guarantee regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such Third Party content, product, service or otherwise and any use or reliance on the same by you is solely at your own risk.

7 Intellectual Property

- 7.1 You acknowledge that we, or a relevant Third Party, own all titles, rights and interest, including Intellectual Property Rights, in and to Repotlah and Repotlah Features, including any software therein, and any Content made available or accessible via Repotlah. You will not do or permit any act which is directly or indirectly likely to limit our rights, title or interest, or that of a relevant Third Party (as the case may be), in and to the same. Unless otherwise expressly permitted by law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, Repotlah or Repotlah Features. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with Repotlah, without our prior written consent, or that of the relevant Third Party (as the case may be).
- 7.2 You also agree to not remove, obscure, or alter our or any relevant Third Party's copyright notice, trademark, or other proprietary right notice contained within, applied to or made available or accessible in conjunction with or through Repotlah.
- 7.3 We do not represent or warrant that the Use of Repotlah or Repotlah Features by you will not constitute an infringement or misuse of any third party right, including Intellectual Property Rights.
- 7.4 No part of Repotlah or Repotlah Features may be reproduced or reused without our prior written permission.

8 Generated Content

- 8.1 You may be required to create, generate, share, submit or transmit certain Content in the course of your Use of Repotlah or Repotlah Features ("**Generated Content**"). Examples of such Content include personal details, contact details, responses, feedback or other information provided by you or through your Profile Data when Using Repotlah or Repotlah Features. You agree that you will continue to retain full ownership and control over the Generated Content and that we do not claim any ownership over any of the same. You grant us, Approved Service Providers, and any relevant Third Party a non-exclusive, worldwide and royalty free licence and right to handle and deal with the Generated Content for the purposes of providing you with Repotlah, and any purposes directly incidental or related to the same. This includes –
 - a) sharing or transferring the Generated Content to third party service providers that we or a relevant Third Party may engage for the purposes of providing you with Repotlah and Repotlah Features;

- b) storing or making backups of the Generated Content on databases or servers (whether within or outside Malaysia) owned, operated or managed by us, a relevant Third Party or third party service providers engaged by us or a relevant Third Party; or
 - c) where you have indicated your agreement to do so, to share, transfer or disclose the Generated Content with Approved Recipients through the use of Repotlah ID
- 8.2 We will have the right to process, modify, remove and delete any Generated Content at any time, for any or no reason whatsoever, and without notice to you. We will not be liable to you in any way whatsoever if we do any such things.
- 8.3 Without limiting Clause 12 (Privacy Statement), you agree that it is your responsibility to ensure that Generated Content is complete, accurate, true and correct. If you choose to rely on the personal data contained in Generated Content for the purpose of any Specific Services, it is your responsibility to ensure that all personal data submitted for purposes of such transactions or Specific Services is complete, accurate, true and correct. You will be responsible for any and all losses, costs, expenses or damages suffered by you, us, or any third party, arising out of or in connection with such personal data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages.

9 Your Consent to Access Functions of Your Device

- 9.1 Use of Repotlah or Repotlah Features via your Device may require you to -
- a) have an adequate Internet connection;
 - b) have a Compatible Device; and
 - c) allow access by Repotlah or Repotlah Features to certain functions of your Device where such functions are available, such as the Device's camera, push notifications, obtaining your location, telephone number or the collection of data from you in connection with Repotlah or Repotlah Features. Please also see Clause 12 (Privacy Statement). Your Use of Repotlah or Repotlah Features will constitute your consent to the access by Repotlah or Repotlah Features of such functions of your Device as may be reasonably required by Repotlah or Repotlah Features.
- 9.2 You may not be able to Use certain functionalities of Repotlah or Repotlah Features if you do not comply with the requirements set out in Clause 9.1. For example, the QR Code scanning functionality on Repotlah

Mobile uses your Registered Mobile Device's camera function to scan and capture QR Codes to enable you to create Content or to access Specific Services via Repotlah Mobile. You will need to grant Repotlah Mobile permission to access your Registered Mobile Device's camera for the QR Code scanning functionality to work.

10 Disclaimers against Warranty, Representation and Liability

10.1 Repotlah and Repotlah Features are provided on an "*as is*" and "*as available*" basis without warranty of any kind. The accessibility and operation of Repotlah and Repotlah Features may rely on technologies outside our control. To the extent permitted by law, we do not make any representation or warranty of any kind whatsoever in relation to Repotlahor Repotlah Features and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty –

- a) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of Repotlah and Repotlah Features; or
- b) that Repotlah and Repotlah Features or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that Repotlah and Repotlah Features and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.

10.2 We will not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your Device, software or any other property, whether arising directly or indirectly in connection with any of the following -

- a) your Use of Repotlah or Repotlah Features;
- b) any loss or unavailability of Use of Repotlah or Repotlah Features, howsoever caused;
- c) any breakdown or malfunction of any equipment system or software used in connection with Repotlah or Repotlah Features, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;

- d) any use, misuse, purported use or misuse, loss, theft or unauthorised use of any Registered Mobile Device;
- e) any Use, mis-Use, purported Use or mis-Use or unauthorised Use of Repotlah or Repotlah Features, including by reason of a third party's access to a Registered Mobile Device;
- f) your computer or hardware or any other device (including any Registered Mobile Device) not working or functioning properly;
- g) any inaccuracy or incompleteness in, or error or omission in the transmission of Repotlah Features or any Content made available or accessible via Repotlah, Repotlah Features, or any Specific Service;
- h) any delay, failure, or interruption in the transmission of the Repotlah Features or any Content made available or accessible via Repotlah, Repotlah Features, or any Specific Service, whether caused by delay, failure, or interruption in transmission over the internet or otherwise;
- i) any decision made or action taken by you or any third party in reliance upon Repotlah, Repotlah Features or any statement, opinion, representation, information or any Content made available or accessible via Repotlah, the Repotlah Features, or any Specific Service; or
- j) any virus or other malicious, destructive or corrupting code, programme or macro in Repotlah or Repotlah Features.

10.3 Insofar as Repotlah or Repotlah Features facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials and/or services, we make no representation or warranty in relation to such other products, software, materials and/or services (including any representation or warranty as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).

10.4 You acknowledge that your Use of Repotlah or Repotlah Features contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data or Generated Content which may give rise to loss or damage suffered by you, and you agree that you will not hold us liable in any way whatsoever for the said loss or damage. You agree that you Use Repotlah, Repotlah Features and any Third Party website, software or service made available in conjunction with or through Repotlah or Repotlah Features at your own discretion and risk and that you will be responsible for any loss

or damage suffered by you and to your Device, or loss, damage to or corruption of data that results from the Use of Repotlah, Repotlah Features or Third Party website, software or service.

- 10.5 You will not rely on Repotlah or Repotlah Features to claim or assert any form of legitimate expectation against us, whether or not arising out of or in connection with our roles and functions as a public authority.
- 10.6 Information provided through Repotlah Features does not constitute professional advice and Repotlah Features may not cover all information available on a particular issue. Before Using Repotlah Features, you will perform your own checks or obtain professional advice relevant to your particular circumstances.
- 10.7 Without prejudice to the foregoing, no action may be brought by you against us, under these Terms or related to Repotlah and/or the Repotlah Features, more than one (1) year after the cause of action arose.

11 Hyperlinks

- 11.1 For your convenience, Repotlah Features may provide hyperlinks or other forms of shortcuts (collectively, "**Shortcuts**") which enable you to access and be re-directed to, websites, services, products, or other materials, of third parties (including Approved Service Providers), which are not maintained or controlled by us (collectively, the "**Re-Directed Features**"). Where any Third Party Terms apply to such Re-Directed Features, you are expected to read and comply with such Third Party Terms and Clause 6 will apply.
- 11.2 Insofar as Repotlah Features provide Shortcuts to any Re-Directed Features, we will not be responsible for the availability or content of the Re-Directed Features and will not be liable for any damages or losses arising from your access to or use of the Re-Directed Features. Use of Shortcuts and access to such Re-Directed Features are entirely at your own risk. Shortcuts are provided merely as a convenience to you and do not imply endorsement by, association or affiliation with us of the contents of or provider of the Re-Directed Features.
- 11.3 Hyperlinking to and framing of Repotlah Features are prohibited unless you have obtained our prior written consent. If you hyperlink to or frame Repotlah Features, that will constitute your acceptance of these Terms. If you do not accept these Terms you must immediately discontinue hyperlinking to or framing of Repotlah Features.
- 11.4 We reserve all rights -

- a) to disable any links to, or frames of, any materials which are unauthorised (including materials which imply endorsement by or association or affiliation with us, materials containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights); and
- b) to disclaim responsibility and/or liability for materials that link to or frame any part of the Repotlah Features.

12 Privacy Statement

- 12.1 During your Use of Repotlah and Repotlah Features, we may be required to collect, store, use, disclose or process personal data belonging to you, or that may relate to a third party individual and that is provided by you. In this regard, we will collect, use, store, disclose or process such personal data in accordance with our privacy statement which can be found on or through the Repotlah Website and Repotlah Mobile (the "**Privacy Statement**").
- 12.2 Please refer to our [Privacy Statement](#) for more details. By Using Repotlah or Repotlah Features, you acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time. The Privacy Statement forms part of these Terms.
- 12.3 For the avoidance of doubt, the personal data belonging to you, or that may relate to a third party individual and is provided by you, may be collected, used, disclosed and/or processed for the purposes set out in the Privacy Statement, including any purpose that may be notified by us to you from time to time.

13 Fees

- 13.1 We reserve the right to introduce new fees from time to time. We are not responsible for any fee charged by any other Internet site, application, software, service, product or otherwise that is not provided by us.

14 Updates

- 14.1 From time to time, we may issue, release or provide updates or upgrades to, or new versions of, Repotlah or Repotlah Features ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that Repotlah and Repotlah Features may not operate properly or at all if the Updates are not installed or implemented by you. For the avoidance of doubt, we do not guarantee that

such Updates will be made available on, or that such Updates will continue to be compatible with your existing Device or its operating system.

15 Assignment

- 15.1 You may not assign or sub-contract these Terms without our prior written consent.
- 15.2 We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of Repotlah, Repotlah Features or these Terms, without notifying you and without further reference to you. Your acceptance of these Terms will also constitute your consent to such assignment, novation, transfer or sub-contract.

16 Governing Law and Dispute Resolution

- 16.1 These Terms and the Use of Repotlah and the Repotlah Features will be governed and construed in accordance with the laws of Malaysia.
- 16.2 Subject to Clause 16.3, any dispute arising out of or in connection with these Terms or the Use of Repotlah or Repotlah Features, including any question regarding the existence, validity or termination of these Terms, will be referred to and finally resolved in the courts of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia.
- 16.3 We may, at our discretion, refer any dispute referred to in Clause 16.2 to arbitration administered by the Asian International Arbitration Centre ("**AIAC**") in Malaysia in accordance with the AIAC Arbitration Rules ("**AIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further –
 - a) the seat of the arbitration will be Malaysia;
 - b) the tribunal will consist of one (1) arbitrator to be agreed upon in accordance with the AIAC Rules, except that if no agreement is reached within thirty (30) calendar days after receipt by one party of such a proposal from the other, the arbitrator will be appointed by the Chairman of the AIAC;
 - c) the language of the arbitration will be English; and
 - d) all information, pleadings, documents, evidence and all matters relating to the arbitration will be confidential.
- 16.4 Where we are a defendant or respondent, we will have at least thirty (30) calendar days before the commencement of any legal action against us to elect to exercise the right under Clause 16 to have the dispute submitted to

arbitration. This right to elect will not limit our right to a limitation defence and the period to exercise the right will not be abridged by reason of any accrual of a limitation defence in our favour during the said period.

17 Miscellaneous

- 17.1 Any termination of your Account, your Use of Repotlah or Repotlah Features under these Terms (howsoever occasioned) will not affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.2 If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.
- 17.3 No delay by us in enforcing any provision of these Terms will be construed to be a waiver of any of our rights under that provision.
- 17.4 Any notice that we intend to give to you may be posted on the Repotlah Website, Repotlah Mobile or sent to you to any contact information you may have provided us with through your Account or otherwise. You are deemed to have received notice of the same upon us posting or sending such notice to you

