

WEBSITE TERMS OF USE

Last Updated: 1 March 2023

We appreciate your interest and your visit to our website at www.acotech.my (“**Website**”). These are the general terms and conditions governing your access and use of our Website, products and/or services provided by us (“**Terms and Conditions**”). In these Terms and Conditions, “**ACO TECH**”, “**us**”, “**our**” and/or “**we**” refer to ACO Tech Sdn. Bhd. (Registration No. 201901028783 (1338112-W)). By accessing our Website, you agree, acknowledge and accept without limitation and qualification to be bound by the Terms and Conditions as set out below and the Privacy Notice of ACO Tech Sdn. Bhd. at <https://acotech.my/privacy-notice/>.

If you do not agree to these Terms and Conditions, you should stop accessing or using the Website immediately.

ACO Tech reserves the right to change, modify, add or remove any of the terms contained in these Terms and Conditions, at any time, for any reason. We will provide notice of such amendments by posting the revised Terms and Conditions on the Website (and changing the “Last Updated” on the date reflected in the top left-hand corner of these Terms and Conditions accordingly), or by providing written notice in any other manner at ACO Tech’s sole discretion, and such amendments shall be effective immediately upon posting, and shall apply to your subsequent access to or use of the Website. You acknowledge that by continuing to access or use our Website after we have posted changes to these Terms and Conditions, you are agreeing to such modified terms. If you do not agree to such revised Terms and Conditions, you must stop accessing or using the Website immediately.

1. USER ACCESS

To the extent permissible by law, ACO TECH reserves the right, at its sole discretion at all times, to change, alter, add or remove any of these Terms and Conditions at any time without providing notice. You are responsible for regularly checking for any changes to these Terms and Conditions as the version of our Terms and Conditions which is currently displayed on our Website takes precedence over all previous versions of our Terms and Conditions. Your continued use of this Website after any such changes are released shall be deemed as your acceptance and agreement of such changes.

2. USER PARTICIPATION AND CONTENT STANDARDS

For the purposes of these Terms and Conditions, “**Content**” means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Website.

You acknowledge and agree that when you post Content on the Website or view Content on the Website, you are doing so at your own discretion and risk, including any reliance on the accuracy, completeness, of that Content. You further acknowledge and agree that the views expressed by you and other users in that Content do not reflect the views of ACO TECH. ACO TECH does not have any obligation to pre-screen, monitor, review, or edit any Content posted by you and other users on the Website.

With respect of your Content, by displaying it, you grant us a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media including but not limited for marketing, promoting and redistributing such information as we deem appropriate.

Any Content you submit to ACO TECH must not be obscene, threatening, harassing, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or illegal. Additionally, the Content you submit to ACO TECH must not infringe any patent, trademark, trade secret, copyright, or any other intellectual or proprietary or privacy right of any party or individual.

If you are under 18 years of age, you confirm that you have the permission of your parent or guardian to access the Website and/or submit Content to ACO TECH. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Website.

3. YOUR OBLIGATIONS

By using the Website, you agree to abide by the following Terms and Conditions:

- a. you may only use the Website for lawful, non-commercial purposes;
- b. you may not use the Website in any manner that could damage, disable, overburden, impair our servers or networks, or interfere with any other party's use and enjoyment of the Website;
- c. you agree not to impersonate any other person;
- d. you agree not to post or transmit any unsolicited advertising or promotional materials;
- e. you agree not to collect or harvest any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website;
- f. you will not infringe our intellectual property rights or those of any third party in relation to your use of the Website;
- g. you will not post or transmit any material which contains viruses or other codes, files or programs which are designed to limit or destroy the functionality of our system and security;
- h. you will not use the Website to post or transmit Content that victimises, harasses, degrades, or intimidates an individual or group of individuals on any basis, including, but not limited to, religion, gender, sexual orientation, race, colour, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; or
- i. you will not upload or otherwise transmit any Content, or take any other actions with respect to your use of the Website, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability.

4. THIRD-PARTY RESOURCES

This Website may contain contents, resources, websites, links, features and components that are provided by third-party; advertisement to third-party website and services; and/or any third-party products and/or services that may be available on the Website (collectively, “**Third-Party Resources**”). You agree and acknowledge that Third-Party Resources are not under our control, and we will not undertake any liability or obligation to you and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only for your convenience and do not monitor, endorse, warrant or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use. Once the Third-Party Resources relating thereto are acquired or used, you shall expressly exempt us from all responsibilities, obligations or liabilities incurred or suffered from your acquisition or use of any Third-Party Resources relating thereto.

5. INTELLECTUAL PROPERTY AND COPYRIGHT

ACO TECH has no objection for users of this Website to download, print, use or reproduce the materials or part of the materials on this Website for personal and non-commercial purposes only, provided at all times, you maintain and abide by ACO TECH’s attribution, copyright or trademark notice or restriction. Such consent is not however applicable to materials produced by other organizations or website, which own the copyrights and the relevant intellectual property rights.

All intellectual property rights of all Content and materials on the Website, including, without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the Website are owned by ACO TECH or our respective third party proprietors as identified on the Website and are protected by Malaysian copyright laws, other intellectual property laws and applicable international treaties.

For enquiries and permission to use the Website’s Content other than as permitted by these Terms and Conditions and distribution or reproduction of the materials, please contact enquiries@acotech.my.

4. WARRANTIES AND REPRESENTATIONS

To the extent permitted by law, ACO TECH does not accept any responsibility for any statement published on the Website. ACO TECH is at all times, not liable and responsible for the Contents of other link or websites which are posted on the Website, in any form, that are licensed to ACO TECH by third parties or accessible via links from the Website that are maintained by third parties.

ACO TECH does not give warranties of any kind concerning the Website and this includes the warrant that the Website or any of its Contents are virus free.

Although ACO TECH will do its best to provide constant, uninterrupted access to the Website but no guarantee would be provided. ACO TECH accepts no responsibility or liability for any interruption or delay in you accessing this Website and any losses incurred by you as a result of the disruption to your access of the Website.

5. PERSONAL DATA PROTECTION

Please refer to ACO TECH's Privacy Notice for details. You will find ACO TECH's complete online Privacy Notice at <https://acotech.my/privacy-notice/> and you hereby consent to the processing of your personal data in accordance with the said notice.

7. INDEMNIFICATION

You agree to defend, indemnify, and hold ACO TECH, its subsidiaries, and affiliates, and each of their respective officers, directors, and employees harmless and free from any and all claims, liabilities, costs, and expenses, including, but not limited to, legal fees and expenses, arising out a breach by you or any user of your account of these Terms and Conditions or Privacy Notice.

8. DISCLAIMER

You expressly agree that the use of the Website is at your sole risk. We provide the Website on an "as is" and "as available" basis. We make no representations concerning any Content contained in or accessed through the Website, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Website. We make no representations or warranties regarding suggestions or recommendations or endorsements of the Website.

To the maximum extent permitted by law, we hereby disclaim all warranties, of any kind, whether express or implied, with respect to the Website, including without limitation any warranties that the Website are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee that you will be able to use the Website (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of any data or information provided or received through the use of the Website. Except as expressly set forth herein we make no warranties about the Website or any other security associated with the transmission of sensitive information. We do not warrant that the Website will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Website are free of viruses, contaminants or other harmful items. You acknowledge that access to Content and data (including, but not limited to, documents, photographs, and software files) stored by you or others on the Website is not guaranteed and that we shall not be responsible to you for any loss of data caused by the Website or their unavailability. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom. No advice or information, whether oral or written, obtained by you from Website shall create any warranty not expressly made herein.

You represent and warrant to us that execution, delivery and performance of any aspect(s) of these Terms and Conditions will not violate any law, ordinance, charter, by-law or rule applicable to you, or any other agreement by which you are bound or by which any of your or their assets are affected.

In any event, we and our officers, directors, employees, agents, partners, representatives, shareholders, attorney, predecessors and successors shall not be liable for any losses, claims or damages suffered by any user whatsoever and howsoever arising or resulting from the usage of the Website and their Contents, including negligence and disputes between any parties.

9. LIMITATION OF LIABILITY

In no event we shall be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use the Website. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, failure or malfunction, any other commercial damages or losses, even if we knew or should have known of the possibility of such damages. For the avoidance of doubt, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by any act or event beyond our reasonable control, including failure of telecommunications networks.

10. MODIFICATION TO THE WEBSITE

We may from time to time add new features to the Website, substitute a new feature for one of the existing features, discontinue or suspend one of the existing features. The use of new features will be governed by this Terms and Conditions. You agree that we will not be liable to you or any third party for any suspension or discontinuation of any of the Website or any portion thereof and you shall have no right to object such substitutions, removals, modifications, enhancements and/or upgrades made to the Website.

It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, provide and maintain daily backup of the data collected by us or remotely patch or upgrade the Website, which may temporarily degrade the quality of the Website or result in a partial or complete outage of the Website. In this regard, you agree that we will not be liable to you or any third party for any such changes and you are solely responsible for regularly backing your data to prevent this from occurring. Further, we shall not be liable to you or any third party should ACO TECH exercises its right to modify, suspend or discontinue the Website.

11. TERMINATION

We may suspend or terminate your access to the Website at any time and for any reason whatsoever, with or without notice, at our absolute discretion. Where applicable, all rights and responsibilities of the parties under these Terms and Conditions will survive the termination, including but not limited to intellectual property ownership, warranties, disclaimers, and limitations of liability.

Should you breach these Terms and Conditions, we may take any action we deem necessary in our sole discretion under the circumstances, including but not limited to, suspending, blocking, or terminating your access to the Website.

12. GENERAL

a. ENTIRE AGREEMENT

These Terms and Conditions, including the Privacy Notice, constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

b. WAIVER

Any waiver by us of any of these Terms and Conditions must be in writing. No waiver of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term of condition, and any failure of us to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

c. ASSIGNMENT

We shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions.

d. SEVERABILITY

In the event any provision of these Terms and Conditions is held under the applicable law to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum

extent such that the remaining provisions of the Terms and Conditions shall continue in full force and effect.

e. NOTICES

Any notices or consents to be given to you may be given in such manner as we deem fit (including any electronic means) and will be deemed received if hand delivered or posted to your last known address or sent to your electronic mail address.

f. GOVERNING LAW & JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions shall be instituted exclusively in the Courts of Malaysia.

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