

# eAset Terms of Use

**(28 September 2017 - 1 October 2017)**

Thank you for visiting eAset website, which is owned and operated by E Aset Sdn. Bhd. (**'eAset'**)

By accessing and/or using eAset website and/or registering as member and/or making any purchase any purchase and/or subscription to any services ('Use of the Website'), you are deemed to have read and accepted the following terms of use ('Terms of Use'). If you do not agree to these Terms of Use, you should exit from this website immediately and not accessing nor using the website in any manner.

We reserve the right to change, modify, add or remove any of the Terms of Use at any time. Any change will be effective when posted on eAset website without any other written notice. Please check the Terms of Use regularly for updates. Your continued Use of the Website following any change to the Terms of Use shall be deemed to constitute your acceptance of the changes.

1. Each person of full age (18 years old and above) is eligible to register online once only as member with a valid email address.
2. During registration, members are required to create a 'Sign In' identification and a password. The 'Sign In' identification together with the password is 'private and confidential' information which shall be kept safe and secured and not to be divulged to others.
3. By the Use of the Website, you are deemed to have consented to the use of your personal data for marketing purposes from time to time, including but not limited to the use of your contact number or your electronic mail ('email') address to contact you about the goods and services offered though the online platform via telephone, mobile phone, short message service (SMS, WhataApp etc.) multimedia messaging service (MMS), bulk messaging service, email. Such consent shall supersede and prevail even if you shall subsequently register your contact information with the No-call Registry System (NCRS), if implemented in Malaysia.
4. eAset website is an online platform linking merchants to consumers for online purchase or subscription to service. eAset is not an agent of any merchant or service provider, or vice versa.
5. eAset makes no warranty or representation as to the quality, merchantability or fitness for purpose of the goods and services provided by the merchants or service providers, and bought or subscribed by the members. eAset accept no liability for such purchase or subscription. Any dispute arising for such purchase or subscription shall be resolved directly between the merchant or service provider and the member.
6. All intellectual property rights, whether registered or unregistered, information or content posted or displayed on the website, the website design, including but not limited to text, graphics, software, photos, video, music, sound and their selection and arrangement, and

all software compilations, underlying source code and software shall remain the property of eAset or the merchants or the service providers, as the case may be. All rights are reserved.

7. Anything that the member submitted or provided online, save and except the personal data, including but not limited to questions, comments, reviews, suggestions (collectively, 'Member Writings') shall become the sole and exclusive property of eAset. The submission of Member Writings shall be deemed to grant the right to eAset to use the name that the member submits, in connection with the Member Writings. The member shall not use a false email address or pretend to be someone else or otherwise mislead eAset or third parties as to the origin of the Member Writings. eAset may remove or edit any Member Writings. The personal data and Member Writings may be analysed by automated system to improve user experience, providing personalised search result, and, for target advertising and marketing purposes etc.
8. The information posted or displayed is considered as an invitation to treat, and not as a confirmed offer for sale. All goods and services shall be processed by the respective merchants and service providers and are subject to order confirmation. Neither eAset, the merchants nor the service providers warrant that the descriptions or content posted or displayed are free of error. Prices and availability are subject to change without prior notice (even after an order has been placed).
9. eAset has no right to change any typographical errors, inaccuracies, omissions or any misleading information given, prepared or uploaded by or on behalf of the merchants or the service providers, including descriptions, specification, pricing and availability etc. Any dispute arising therefrom shall be resolved directly between the merchant or service provider and the member.
10. eAset shall not be held liable under any circumstances for special, punitive, indirect or consequential loss or damage of any kind whatsoever including but not limited to loss of profits, whether or not foreseeable, regardless of whether the claim for such loss or damage is made in negligence, for breach of contract, breach of trust, breach of fiduciary obligation or otherwise.