

## 1. WHO WE ARE

We are SEDANIA INNOVATOR BERHAD, (Company Registration No. 201301044527 (1074350-A)), having our business address at 10TH FLOOR, KELANA PARKVIEW TOWER JALAN SS6/2PETALING JAYA SELANGOR ("**SEDANIA**").

Please read these Terms of Use carefully. These are the general Terms of Use governing your access and use of SEDANIA's websites. If you do not agree with them, you should not proceed any further on this site or any other linked websites (if any). By continuing to use the sites and/or any of the services shown on the sites, you agree to be bound by these Terms of Use.

## 2. DEFINITIONS

In these Terms of Use:

- a. "**Business Day**" means a day from 9.00 a.m. to 6.00 p.m. in Malaysia, excluding Saturdays, Sundays, and gazetted public holidays;
- b. References to "**clauses**" are to clauses of these Terms of Use;
- c. "**Website**" means the SEDANIA website accessed at the following address at <https://www.sedaniainnovator.com>;
- d. "**You**" means the website user or a guest;
- e. References to "**clauses**" are to clauses of these Terms of Use;
- f. Headings are for ease of reference only and shall not affect the interpretation or construction of the Terms of Use;
- g. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership; and
- h. References to "includes" or "including" or like words or expressions shall mean without limitation.

## 3. DISCLAIMER

This Website (including the information, names, images, pictures, logos and icons regarding or relating to SEDANIA and/or the related corporations, its products and services or to third party products and services (if any) is provided on an "as is" and "as available" basis and SEDANIA makes no express or implied representation or warranties in relation to this Website, any property or information in or any transaction performed through this Site including but not limited to:

1. all warranties of safety, legality, merchantability, satisfactory, fitness for purpose, title, non-infringement and compatibility of the Services;
2. the security, availability, accessibility, timeliness, error-free and uninterrupted use of this Website;
3. the truth and accuracy of the Site Content or subsequent modifications thereto;
4. the actions and omissions of Users whether on this Site or outside this Website;
5. any deletion, mis-delivery or failure to store any User communications or personalised settings;
6. the inability to use this Website or any messages received or transactions entered through this Website;

7. the accuracy and reliability of results obtained from the use of this Website and that any errors in the software will be corrected;
8. any implied warranty arising from the course of dealing or trade; and
9. any obligation, liability, right, claim in tort or otherwise whether or not arising from the negligence of SEDANIA.

To the full extent permitted by law, SEDANIA and/or its subsidiaries disclaim any and all such warranties.

In no event shall SEDANIA and/or Subsidiaries their respective agents and representatives, suppliers, vendors or merchants who have a presence on this Website be liable to you or anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, data, revenue or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with your access, use of, or your inability to access or use this Website and/or the Service.

#### 4. PROHIBITIONS

You must not misuse our Website. You shall not use any automated systems or software to extract data from this Website for any purpose. You shall not commit or encourage a criminal offence, transmit or distribute a virus including but not limited to Trojan horse, worm, logic bomb or post any other material on the Website which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material; or attempt to affect the performance or functionality of any computer facilities of or accessed throughout the Platform. Any breach of this provision would constitute an offence under Section 233 of the Communications and Multimedia Act 1998. In the event such breach occurs, SEDANIA will report the breach to the relevant law enforcement authorities and appropriate legal action will be taken.

#### 5. ACCESS AND USE

By accessing and using this Website and/or the Service, you agree to be bound by these Terms of Use . SEDANIA and/or its Related Corporations reserve the right to change these Terms of Use at any time by updating this version. Please visit this Website periodically to determine any changes to these Terms of Use . Continued use of this Website and/or the Service following any changes constitute an acceptance to those changes. If you do not accept any of these Terms of Use (including any changes), please discontinue your access to this Website and Service.

#### 6. LINKED WEBSITES

This Website may contain links to third party sites. SEDANIA and/or its subsidiaries are not responsible for the condition or content of those sites. The link(s) are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement, authorization or sponsorship by SEDANIA and/or its subsidiaries of those site(s) or the products or services provided there. You access those sites and use their products and services solely at your own risk. SEDANIA and/or its subsidiaries are not responsible for any transactions you may perform on those sites.

## 7. DISCLAIMER OF LIABILITY

The content displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, SEDANIA and its product suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Platform and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

Nothing in these Terms of Use shall exclude or limit SEDANIA's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## 8. INDEMNITY

You agree to indemnify, defend, hold harmless SEDANIA, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of this Platform or your breach of these Terms of Use .

## 9. PERSONAL DATA PROTECTION

Please see our Privacy Policy which forms a part of these Terms of Use .

## 10. FORCE MAJEURE

We shall not be liable to you for any breach, hindrance or delay in the performance of any Agreement attributable to any cause beyond our reasonable control, including without limitation:

- a) Strikes, lock-outs or other industrial action;
- b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c) Fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster;
- d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e) Impossibility of the use of public or private telecommunications networks; and
- f) The acts, decrees, legislation, regulations or restrictions of any government, shipping, postal or other relevant transport strike, failure or accidents.

We reserve absolute discretion on the solution we adopt in fully meeting our obligations under the Contract despite the Force Majeure Event.

## 11. NOTICES

Any notice, consent, demand, letters or request required or permitted by this Terms of Use and all other communications between the Parties with respect to this Agreement must be made in writing and shall, at the option of the sender, be sent by hand or registered post or fax to the addresses or numbers as set out below:

SEDANIA INNOVATOR BERHAD  
Level 10, Kelana Parkview Tower, Jalan SS6/2,  
47301 Petaling Jaya, Selangor Darul Ehsan,  
Malaysia

Tel : 03-78802001  
Fax : 03-78806001

## 12. INTELLECTUAL PROPERTY RIGHTS

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- 12.2 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 12.3 You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors. In the event SEDANIA becomes aware of any infringement of its intellectual property rights, it shall not refrain from taking any relevant legal action.
- 12.4 If you print, copy or download any part of our Platform in breach of these Terms of Use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by SEDANIA or its licensors.

## 13. WAIVER

No failure or delay by us or you in exercising any right under these Terms of Use or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms of Use or a Contract.

#### 14. SEVERABILITY

If any clause in these Terms of Use or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms of Use or a Contract shall be capable of continuing in effect without the unenforceable term.

#### 15. RELATIONSHIP

Nothing in these Terms of Use or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

#### 16. THIRD PARTY RIGHTS

No person who is not a party to these Terms of Use or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms of Use or that Contract its assent to any such term.

#### 17. GOVERNINGLAW

These Terms of Use and a Contract (and all non-Contractual obligations arising out of or connected to them) shall be governed and construed in accordance with the laws of Malaysia. Both we and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

#### 18. VARIATION

We reserve the right to amend these Terms of Use and our policies at any time at our sole discretion without prior notice. All amendments to these Terms of Use, including our policies will be posted on our Platform and be effective immediately. Your continued use of the Platform constitutes acceptance of the amended Terms of Use.