

IP Track - QR Code Tracking Solution User Agreement

(Updated 06th May 2020)

The use of IP Track - QR Code Tracking Solution (the "Services", "IP Track") is subject to the terms set out in this User Agreement ("Agreement") and other rules, guidelines and policies.

Before using the services, you must read, agree with and accept all the terms and conditions detailed in this Agreement and other rules, guidelines and policies referred, including IP Track's Privacy Policy. Each time you use the Services, you confirm your agreement to be bound by and acknowledge any changes to the Agreement (including the Policy), which can change from time to time.

We may amend the terms and conditions of this Agreement from time to time. Amended terms will be communicated posted to our website.

1. User Eligibility

The services are offered to its authorised users. IP Track may change its services and suspend, terminate or restrict users at any time if it believes that this is reasonably justified within the terms of this Agreement or any of its policies. In the event that this occurs, you may not be able to access your account temporarily or permanently, and you cannot apply for a new account or operate under another account name or pseudonym.

IP Track is only available to, and may only be used by, individuals or corporate entities who can form legally binding contracts under applicable law.

User details are not transferable. As an authorised user, you must not allow others to use your access and must not transfer them or sell them to another party. While you are an authorised user, you must remain in control of your account. You must report any unauthorised use of your account to IP Track.

2. Using The Services

By using the Services, and accepting this Agreement and its Policies, you warrant to us that you will not use IP Track for any purpose that is unlawful or prohibited.

You must not;

- a) Data mine or conduct automated searches on IP Track or the content of the IP Track, whether through the use of additional software or otherwise
- b) Incorporate the contents of IP Track with any other material, including advertising or promotional material

c) Use the IP Track or any facilities available (including discussion forums) for any activities, or transmit to or via IP Track any information or material, which

- breaches any laws or regulations
- breaches the terms
- infringes a third party's rights (including intellectual property rights and rights of privacy) or misuses any person's confidential information
- is inappropriate, offensive, obscene, threatening, indecent, menacing, inflammatory, pornographic, defamatory, discriminatory, harasses any person or otherwise inhibits others from using or enjoying any of our sites (including discussion forums)
- is false or misleading
- impersonates another person (i.e. by pretending to be someone else when you submit a post or register as a member) or uses another user's account without permission; or
- identifies a person or which can be used to identify a person (including any copy, photos or other pictorial representations) unless you have obtained that person's authority.

d) knowingly transmit any virus, worm, Trojan horse or other disabling feature to or via IP Track; or

e) attempt to do, or permit another person to do, any of the above acts.

3. User's Identification

'User's Identification' means any information you give to other users in the registration, in use of the functions provided by IP Track, in any public message area (including feedback) or through any email feature. User's Identification also includes descriptions of cases information you request to publish on our site.

The User is solely responsible for User's Identification. IP Track acts as a passive conduit for the online distribution and publication of User's Identification.

User's Identification must not, in any way whatsoever, be potentially harmful to IP Track or any third party where 'harm' includes, but is not limited to non-economic loss that will be suffered by IP Track. The User's Identification must not be;

- a) be false, inaccurate or misleading or deceptive;
- b) be fraudulent or involve the production of counterfeit or unlawful items;
- c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;

- d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
- e) be defamatory, libellous, threatening or harassing;
- f) be obscene or contain any material that, in PrimeGive's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images and, if otherwise adult in nature, shall be distributed only to people legally permitted to receive such content
- g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of the Services, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

5. Termination or Suspension

IP Track may bar, suspend, terminate or limit your access to the services at any time if you are in material breach of the Terms and;

- a) We have told you in writing of your breach and you have failed to remedy it within the specified time frame; or
- b) The breach is something which cannot be remedied (in which case we can bar, suspect, terminate or limit your access to the services immediately by telling you)

If you are in material breach of our terms and conditions and we have barred, terminated, suspended or limited your access, you must not circumvent this action by any means, including but not limited to registering a new user under another account name or pseudonym. If we identify that this has taken place, the case will be immediately removed without further notice to you.

We may suspend, terminate or limit your access to the services with as much warning as we reasonably can, if:

- a) We reasonably believe that there is a real risk of loss or damage to us or another if we do not suspend, terminate or limit your access to the services (including credit risk resulting from you not paying any fees owed to IP Track on time).
- c) The law requires us to do so.
- d) We believe on reasonable grounds that providing access to the Services to you is illegal or may become illegal.
- e) There is an emergency, or
- f) We have received a serious complaint or multiple complaints regarding your activity and/or membership.

6. No Warranty

IP Track takes all reasonable care in managing the functionality of the services. However, the information is provided as-is and we do not warrant or represent that it is complete, current or free from errors and omissions.

To the extent IP Track is able to limit the remedies available under this Agreement, and subject to Clause 9 of this Agreement, IP Track expressly limits liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at IP Track's sole discretion).

7. Liability

- a) PrimeGive does not accept liability to users and clients for losses that result from your use of our services in connection with the conduct of the services.
- b) IP Track is not liable for any loss to the extent it is connected with any dispute between you and one or more other users of the services.
- c) IP Track is not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract)
- d) IP Track is not liable for any loss caused by us failing to comply with our obligations to you where that loss is caused by events outside our reasonable control *such as a malfunction in equipment or software, internet access difficulties, or delay or failure of transmission).
- e) IP Track is not liable for any loss caused by the alteration, withdrawal or restoration of any material in accordance with our terms and policies.

f) Through the use of the Services, you release us from all claims, demands, damages, costs, penalties, and liabilities whatsoever arising out of or in connection with a dispute between you and any other user of IP Track.

8. Privacy

IP Track has a Privacy Policy that applies to all users and forms part of this Agreement. All users must read and accept our Privacy Policy upon registration in order to access our Services. You will continue to be bound by its provisions (including any amendments we make to it) while you are an authorised user or our site.

9. Notices

Except as stated otherwise, any notices must be given by registered ordinary post (or if posted to or from a place outside Malaysia, by registered airmail) to IP Track or to the email address you provide to IP Track during the registration process (in your case). Alternatively, we may give you notice by certified airmail, postage prepaid and return receipt requested, to the address provided to IP Track during the registration process, or as updated by you as relevant. Any notice shall be deemed given

a) if sent by email, 24 hours after email is sent unless the sending party is notified that the email address is invalid,

b) if sent by pre-paid post, five Business Days after the date of posting, and on the seventh Business Day if sent to or posted from outside Malaysia, and

10. Mediation and Dispute Resolution.

We encourage you to try and resolve disputes with other users directly with them, to use a certified mediation (such as online dispute resolution processes) or an arbitration entity or to report disputes to your local police or law enforcement agency as appropriate.