

## **Terms of use**

In using this website and the content provided on or through it (collectively, this “Site”), you agree to comply with and be bound by these terms and conditions (these “Terms”) and our Privacy Policy.

The following terminology applies to these Terms: “Enterprise Asia”, “we”, “us” or “our” means the Enterprise Asia Association; its employees; its affiliates, and any entity controlled by, under common control with, or controlling, Enterprise Asia. “You” means any party that is using or viewing this Site including any individual, corporate entity, or organization. “Use” of this Site means accessing and interacting with this Site; printing or storing any part of this Site or any information or content on or through this Site; providing the website address of this Site; accessing, downloading, receiving, printing, or storing content or information on or through this Site; or providing any content or information through this Site. “Content” means any data, information, and media accessible on or through this Site including but not limited to commercial information, financial information, company information, personal data, opinions, comments, messages, communications, analysis, descriptions, statistics, images, sounds, and videos; and any intellectual property accessible on or through this Site. “Account” means any arrangement by which a user of this Site is granted personalized access to this Site or any content on or through this Site.

### **Right to use**

As a user of this Site, you are granted a non-exclusive, non-transferable, revocable, worldwide, limited license to use this Site, subject always to these Terms (the “License”).

You warrant and represent that you shall not, and shall not permit any third party to (decompile, reverse engineer, disassemble, or copy the whole or any part of this Site or the content; rent, lease, loan, sell, sublicense, or create derivative works from this Site or the content; infringe any intellectual property rights relating to any intellectual property accessible on or through this Site; use this Site in any manner which might infringe any personal or proprietary rights; provide information or content on or through this Site that is false, misleading, fraudulent, illegal, threatening, obscene, or hateful, libellous, or defamatory; use this Site to harvest or collect personal data of other parties for the purposes of issuing unsolicited communications; use this Site in any way that would damage it or impair it; upload to this Site viruses, or any code, files, or programs which is malicious or harmful to this Site or other users of this Site; and/or use another user’s account without his or her permission. In the event that you create an account with us, you warrant and represent that you are responsible and liable for all use of this Site made under your account.

In the event that you provide any content to us, you warrant and represent to us that such content is accurate and up-to-date; and you have the right to provide such content to us. You agree that we are not obligated to accept, review, monitor, or maintain any account or any content provided by you or any other party. In the event that we provide to you access to any content which is owned by us or licensed to us, and which is accessible to you on or through this Site, you must attribute such

content to us. Such attribution must state clearly that such content was sourced from us.

### **Third parties**

This Site may also include links to other websites. You agree that the provision of these links do not signify that we endorse the websites. We have no responsibility for these websites or their content. This Site may also provide access to content originating from other parties including other users. You agree that the provision of such content on or through this Site does not signify that we endorse the content. We have no responsibility for such content. You agree that we are not obligated to conduct any due diligence on any other users of this Site or any other parties which may provide content or information to this Site and that we do not endorse any such parties. This Site may include advertising or sponsorships originating from third parties. In the event that this Site includes any such advertising or sponsorship, we are not responsible for the legality of or any error or inaccuracy in advertisers' or sponsor' materials or for the acts or omissions of the advertisers or sponsors.

### **Intellectual property**

Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring on you or any third party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights. You agree that all intellectual property appearing on this Site are the property of their respective owners. You agree that we own the elements of this Site including but not limited to any trademarks, service marks, text, images, and videos appearing on this Site where such elements were created by us or commissioned by us; the layout, schema, design, and arrangement of this Site; and the source code of this Site and you agree that you have no rights to the foregoing except where explicitly provided for under these Terms.

By providing us with content, you grant to us and our assigns a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license, with the right to sub-license, to use, modify, display, distribute, and perform such content in any manner. Where any content provided by you is incorporated into any compilation or derivative work, you agree that we own all intellectual property rights in such compilation or derivative work. We are not obligated to monitor or enforce any intellectual property rights that may be associated with any content you provide to us. Where you provide us with any content or information, you warrant and represent that you have right to provide such content or information and that the such content or information does not infringe the rights of any party.

### **Limitation of liability**

You agree that we shall not be liable to you for any indirect, incidental, special, consequential or punitive damages, howsoever arising including but not limited to any damages for lost time, income, revenue, profits, goodwill or other similar items or any business interruption of any kind. We are not responsible for any failure to remove or delay in removing any erroneous, unlawful, or harmful content or

information from the Site. We may at our sole discretion amend the Site and its content, elements, related facilities or capabilities, from time to time without further notice to you.

Notwithstanding any other provision of these Terms, you agree that this Site and any and all of its content, elements, related facilities or capabilities, is provided on an “as-is” basis, at your sole risk. We make and you receive no representation or warranty of any kind whatsoever. We expressly disclaim any express and implied warranties,

including, without limitation, completeness, accuracy, merchantability or fitness for a particular purpose. To the fullest extent permissible by applicable law, under no circumstances will our aggregate liability in connection with any claim arising out of or relating to this Site or the content exceed the lesser of your actual direct damages or the fees you paid in the three month period immediately preceding the date the claim arose. We do not warrant that this Site and any of the content, elements, related facilities or capabilities will be free of interruption or error, that defects will be corrected, or that the equipment and software that makes this Site available is free of viruses or other harmful components.

### **Indemnity**

You hereby agree to indemnify and defend us and hold us harmless against all claims, damages, costs and expenses of whatever nature (including costs on an indemnity basis) which we may incur or which may be awarded against us and which arise out of the use by you of this Site or by any breach of any warranty or representation provided by you under these Terms. This indemnity shall not be subject to any limitation of liability and includes without limitation costs and expenses including professional fees incurred in responding to the dealing with claims made irrespective of whether proceedings have been commenced.

### **Termination, Suspension**

You agree that we may at our sole discretion, at any time and for any or no reason terminate the License and/or these Terms; terminate, suspend, or limit any account you have with us; and/or terminate, suspend, or restrict your access to this Site. Rights and obligations under these Terms, which by their nature would continue beyond the termination or ending in any other way of these Terms shall survive the termination or expiry of these Terms, which shall without limitation, include the rights and obligations relating to limitation of liability.

### **Confidentiality**

This Site may allow you to access or view information which is confidential in nature, whether or not such information is expressly stated to be confidential. Such information may pertain to us or to other parties. Where you are able to access or view such information, you warrant and represent that unless where such disclosure is expressly provided for under these Terms, you will not and will not allow other parties to disclose or reproduce such information without the prior approval of the owner of such information provided always that you may disclose such information if such information is already in the public domain otherwise than by disclosure by you, the information was lawfully obtained or available from a third party who is lawfully in

possession of the same and free to disclose it, or if the information disclosure is required by law.

### **Data Privacy**

We will process your personal data in accordance with our Privacy Policy. By using this Site and/or providing us with information and/or content, you consent to our processing of your personal data in accordance with our Privacy Policy.

### **Dispute Resolution**

If a controversy, dispute, difference or claim of any kind arises out of or in connection with these Terms (including any dispute as to its validity for any reason whatsoever, or for breach or termination of these Terms or as to any claim in tort, in equity or pursuant to any statute) you agree that such dispute will be settled by way of arbitration proceedings initiated at the Kuala Lumpur Regional Centre for Arbitration. Any award of the arbitrator shall be final and binding.

### **Governing Law**

These Terms are governed by, and shall be construed in accordance with the prevailing laws of Malaysia subject to any provisions herein pertaining to dispute resolution, the Malaysian courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of these Terms.

### **No Waiver**

Failure or delay by us to enforce, at any time, any provision of these Terms shall not be construed as a waiver of our right to enforce the breach of such provision or any other provision in these Terms or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of these Terms.

### **Severability**

If any provision of these Terms are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

### **Variation**

We reserve the right to vary these Terms from time to time at our sole discretion. Such varied Terms shall be effective upon being posted on this Site. We will notify you of such variations.

## **Assignment**

These Terms shall not be assigned or novated or sub-contracted in whole or in part by you without our written approval.

## **No Agency**

These Terms are not intended to create a joint venture, partnership, agency, franchise, sales relationship, or employment relationship between the us and you. You have no authority to make or accept any offers or representations on our behalf.

## **Entire Agreement**

These Terms contain the entire understanding between the us and you with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

## **Your Privacy Preferences and How to Contact Us:**

Please remember that we will protect your personal data regardless of your privacy preferences.

If: (a) you wish to find out more information, or raise any specific or general concerns about Enterprise Asia and this Notice; or (b) if you do not wish us or other parties to communicate Enterprise Asia information to you, you may:-

E-mail us at [info@enterpriseasia.org](mailto:info@enterpriseasia.org); or write to us.

Please address the letter to:-

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Level 6, Kelana Parkview Tower,  
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