



## TERMS OF USE

### Site ownership; Agreement to Terms of Use

These Terms and Conditions of Use (these "Terms of Use") refer to the website of GoHub located at gohub.com.my and all related websites linked to gohub.com.my by GoHub, its subsidiaries and affiliates, including the worldwide websites of GoHub (collectively, the "Site"). The Site is the property of TCT Apps Solution Sdn. Bhd. (1205758-D) ("GoHub") and its licensors. These Terms of Use is legally binding between GoHub; and Customers (referred to as "You", "User" or as the case may be "Your". These Terms of Use govern Your use of or access to the Site, and/or any other online services provided by GoHub. In particular, we draw Your attention to some important terms of these Terms of Use, such as whereby by accepting and entering into this Terms of Use:

- You AGREE to abide by and consent to GoHub's rules and policies including our Privacy Notice, which explains what information we collect from You and how we protect it;
- You AGREE that You shall use the Site at Your own risk, and that GoHub's liability is limited as per **Clause 7**;
- You AGREE to resolve disputes between You and GoHub in individual arbitration, and not in court as set forth in **Clause 11**. We have put this up in front, bold, and in all caps due to its importance:

**THESE TERMS OF USE CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN CLAUSE 11 BELOW, EXCEPT FOR CERTAIN TYPES OF DISPUTES SPECIFICALLY DESCRIBED IN THOSE SECTIONS, YOU AND GOHUB AGREE TO RESOLVE DISPUTES BY BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. YOU AND GOHUB FURTHER WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER, AS EXPLAINED IN CLAUSE 11 BELOW.**

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY ASSESSING, VISITING AND/OR OTHERWISE USING THE SITE, YOU AGREE TO THIS TERMS OF USE; IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.**

## 1. CHANGES TO THESE TERMS OF USE

- 1.1. GoHub reserves the right, at any time without notice, to do any of the following: (i) to modify, suspend or terminate the operation or access to the Site or any portion of the Site for any reason whatsoever; (ii) to modify or modify the Site or any portion of the Site and any applicable policies or terms; and (iii) to interrupt the operation of the Site or any portion of the Site as may be necessary to do so.
- 1.2. The versions of these Terms of Use will be dated, and most current version will be posted on the Site. Any modification will become effective upon the posting of the revised Terms of Use (or on any later date indicated at the top of the revised Terms of Use).
- 1.3. Further, please take note that Your ongoing and continued access or usage of any part of the Site signifies Your acceptance of such changes or modifications. If You do not agree with any of the changes, You are not obligated to continue using or access this Site, and You must terminate Your use or access of the Site.

## 2. SITE CONTENT

- 2.1. All text, graphics, user interfaces, configurations, technical drawings, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to GoHub, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
- 2.2. Except as expressly provided in these Terms of Use, no part of the Site or any Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including by "mirroring") to any other computer, server, website or other medium for publication or distribution or to any commercial enterprise without GoHub's express prior written consent.
- 2.3. You may use information on GoHub products and services (such as data sheets, knowledge base articles, and similar materials) made available by GoHub for download from the Site, provided that (i) you do not remove any proprietary notices in all copies of such documents, (ii) you use such information solely for your personal, non-commercial purposes, and do not use any proprietary notices in all copies of such documents.



### 3. USAGE OF THE SITE

- 3.1. You may not use any "deep-link" "page-scrape" "robot" "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigation structure or presentation of the Site or any Content, to obtain or attempt to obtain any material from it. GoHub reserves the right to deny any such activity.
- 3.2. You may not attempt to gain unauthorized access to any portion or feature of the Site, or to any other system or network connected to the Site or to any GoHub server, or to any of the services offered on or through the Site, by hacking, "mining" password or any other unlawful means.
- 3.3. You may not investigate, scan or test the vulnerability of the Site or of any network connected to the Site or infringe the security or authentication measures of the Site or of any network connected to the Site. You may not reverse the search, trace or seek to trace any information to any other user or visitor of the Site, or any other customer of GoHub, including any GoHub account not owned by you, to its source, or use the Site, or any service or information made available or offered by or through the Site, in any way that is intended to disclose any information, including but not limited to the Site.
- 3.4. You agree that you will not take any action that imposes an undue or undue burden on the infrastructure of the Site or GoHub systems or networks, or on any systems or networks connected to the Site or GoHub.
- 3.5. You agree not to use any device, software or routine to interfere with or attempt to interfere with the proper functioning of the Site or any transaction being made on the Site or the use of the Site by any other person.
- 3.6. You may not forge headers or otherwise manipulate identifiers to disguise the origin of any message or transmission you send to GoHub on or through the Site or any service offered on or through the Site. You may not pretend that you are, or represent, someone else, or impersonate any other individual or entity.
- 3.7. You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or to request the performance of any illegal activity or activity that infringes the rights of GoHub or others.

### 3.8. Other Prohibitions:

- 3.8.1. Modify, alter, tamper with, repair or create derivative works of the Site;
- 3.8.2. Reverse engineer, disassemble or decompile any or all parts of the Site;
- 3.8.3. Use the Site in any manner or for any purpose not expressly permitted by these Terms of Use, the Privacy Notice User, or any other policy, instruction, or terms applicable to the Site available on the Site ("**Policies**", as enlisted in Clause 4.4 below);
- 3.8.4. Remove, obscure, or alter any proprietary rights notice pertaining to the Site;
- 3.8.5. Use the Site to: engage in any unlawful or fraudulent activity, perpetrate a hoax, engage in phishing schemes, forgery, or other similar falsification or manipulation of data, send unsolicited or authorized junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative, unsolicited messages, whether commercial or otherwise, advertise or promote a commercial product or service that is not available through GoHub, in a manner not expressly authorised by GoHub, or store or transmit inappropriate content (such as content containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material, material that encourages conduct that could constitute a criminal offense, or material that violates the intellectual property rights or rights to the publicity or privacy of others), or content that contains or is used to initiate a denial of service attack, software viruses, or other harmful or deleterious computer code, files or programs (e.g., Trojan horses, worms, time bombs, cancelbots, or spyware), or abuse, harass, stalk, or otherwise violate the legal rights of a third party.
- 3.8.6. Interfere with or disrupt servers or networks used by GoHub to provide services or used by other users to access the Site or violate any third-party regulations, policies, or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of all or any parts of the Site;
- 3.8.7. Access or attempt to access GoHub's other accounts, computer systems, or networks not covered by these Terms, through password mining or any other means;
- 3.8.8. Cause, in GoHub's sole discretion, undue burden on the Site or GoHub's system resources or capacity; or
- 3.8.9. Share passwords, access information, or devices with any unauthorised third party or authorise any unauthorised third party to access or use the Site.

## 4. PURCHASES; OTHER TERMS AND CONDITIONS

- 4.1. Additional terms and conditions may apply to purchases of goods or services and to specific parts or features of the Site, including contests, promotions or other similar features, all of which form part of these Terms of Use by reference. You agree to abide by such other terms and conditions, including, where applicable, that you are of sufficient legal age to use or participate in such a service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a particular portion of the Site or any service offered on or through the Site, these Terms of Use shall control your use of that portion of the Site or a specific service.
- 4.2. GoHub's obligations, if any, with respect to its products and services are governed solely by the agreements under which they are made available, and nothing on this Site should be construed to alter such agreements
- 4.3. GoHub may, at any time without notice, make changes to any products or services offered on the Site or to the applicable prices for any such products or services. The materials on the Site relating to products and services may be out of date and GoHub does not undertake to update the materials on the Site with respect to such products and services
- 4.4. The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:
  - 4.4.1. Guidelines for Using GoHub Trademarks & Copyrights
  - 4.4.2. Rights & Permissions
  - 4.4.3. Trademarks
  - 4.4.4. Claims of Copyright Infringement
  - 4.4.5. Piracy
  - 4.4.6. Counterfeit Products
  - 4.4.7. GoHub's Unsolicited Idea Submission Policy
  - 4.4.8. Software License Information
  - 4.4.9. Legal Contacts

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.



## 5. YOUR ACCOUNT

- 5.1. Certain features or services offered on or through the Site may require that you open an account (including setting up an ID and password). Before You open an account, Your access to the Site will be restricted to the areas GoHub offers to the general public. When registering an Account with GoHub You agree that you shall ensure (i) to provide truthful, accurate, current, and complete information about Yourself as requested (such information collectively referred to as “**Registration Data**”) in the account registration form; and (ii) consistently update the Registration Data to ensure it remain truthful, accurate, current, and complete.
- 5.2. Your GoHub account is intended for Your exclusive use, with the exception that if You represent an entity, You may authorize Your employees or contractors (referred to hereafter as “**Authorized Users**”), to use Your GoHub account solely for the benefit of Your entity. You are fully responsible for maintaining the confidentiality of the information that you hold for your account, including your password, and for any and all activities that occur within your account as a result of your failure to keep this information secure and confidential.
- 5.3. You agree to immediately notify GoHub of any unauthorized use of your account or password or any other breach of security. You agree that You are fully responsible for all activities conducted under Your account and that You may be liable for losses incurred by GoHub or any other user or visitor to the Site due to someone else using your ID, password or account as a result of your failure to keep your account information secure and confidential. GoHub shall not be held liable for any losses or damages arising out of unauthorized use of Your accounts.
- 5.4. You may not use the ID, password or account of anyone else at any time without the express permission and consent of the holder of that ID, password or account. GoHub cannot and will not be liable for any loss or damage resulting from your failure to comply with these obligations.

## 6. DISCLAIMERS

- 6.1. GoHub DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. GoHub CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. GoHub DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GoHub DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY GoHub SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST GoHub FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.
- 6.2. The disclaimer referred to above applies to any damage, liability or injury caused by failure to perform, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, failure of a communication line, theft or destruction of or unauthorized access, alteration or use, whether for breach of contract, error, negligence or any other cause of action.
- 6.3. GoHub reserves the right, at any time without notice, to do any of the following: (i) to modify, suspend or terminate the operation or access to the Site or any portion of the Site for any reason whatsoever; (ii) to modify or modify the Site or any portion of the Site and any applicable policies or terms; and (iii) to interrupt the operation of the Site or any portion of the Site as may be necessary to do so.

## 7. LIMITATION TO LIABILITY

- 7.1. Except where prohibited by law, GoHub shall in no event be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, data loss, including loss of profits, even if GoHub has been advised of the possibility of such damages.
- 7.2. Where, notwithstanding the other provisions of these Terms of Use, GoHub finds that it is liable to you for any damage or loss arising out of or in any way connected with your use of the Site or any Content, GoHub shall in no event exceed (1) the total of any subscription or similar fees in respect of any service or feature of or paid on the Site (MYR). Some jurisdictions do not allow limitations on liability, so you may not be subject to the above limitation.
- 7.3. Any claims related to these Terms of Use must be brought within one (1) year from the date the claim could first be filed unless local law requires a longer timeframe for claims. If a claim is not filed within the specified time, it is permanently barred.

## 8. INDEMNITY

- 8.1. You agree to indemnify and hold GoHub, its officers, directors, shareholders, predecessors, successors, employees, agents, subsidiaries and affiliates harmless from any claims, losses, liabilities, claims or expenses (including attorneys' fees) made against GoHub by any third party due to or arising out of or in connection with your use of the Site.

## 9. VIOLATION OF THESE TERMS OF USE

- 9.1. GoHub may disclose any information that we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may have caused injury or interference (either intentionally or unintentionally) with GoHub's rights or the rights of a professional. GoHub reserves the right at all times to disclose any information that GoHub considers necessary to comply with any applicable law, regulation, legal process or government request. GoHub may also disclose your information when GoHub determines that the applicable law requires or permits such disclosure, including the exchange of information with other companies and organizations for the purposes of fraud protection.

- 9.2. You acknowledge and agree that GoHub may preserve any transmittal or communication by you with GoHub through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or GoHub determines that such preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms of Use, (iii) respond to claims that any such data violates the rights of others, or (iv) protect the rights, property or personal safety of GoHub, its employees, users of or visitors to the Site, and the public.
- 9.3. You agree that GoHub may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines that may be associated with your use of the Site. You also agree that any violation of these Terms of Use by you will constitute an unlawful and unfair business practice and will cause irreparable harm to GoHub, for which monetary damages would be insufficient, and you consent to GoHub obtaining any injunctive or equitable relief that GoHub considers necessary or appropriate in such circumstances. These remedies are in addition to any other remedies GoHub may have at law or in equity.
- 9.4. You agree that GoHub may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (i) requests by law enforcement or other government agencies, (ii) a request by you (self-initiated account deletions), (iii) discontinuance or material modification of the Site or any service offered on or through the Site, or (iv) unexpected technical issues or problems.
- 9.5. If GoHub takes any legal action against you as a result of your violation of these Terms of Use, GoHub shall be entitled to recover from you and you agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to GoHub. You agree that GoHub will not be liable to you or any third party for termination of your access to the Site as a result of any infringement of these Terms of Use.
- 9.6. You agree that any actual or threatened breach of these Terms of Use could cause GoHub irreparable harm for which monetary damages alone might not be sufficient. Parties agree that, in addition to other available remedies, GoHub has the right to seek specific performance and injunctive or equitable relief.
- 9.7. Further, You agree that You shall reimburse GoHub for any out-of-pocket expenses incurred in pursuing and enforcing such remedies, including legal expenses such as court costs and attorney fees.

## 10. GOVERNING LAW

10.1. The interpretation and performance of these Terms of Use will be governed by and construed in accordance with the laws of Malaysia, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

## 11. DISPUTE RESOLUTION

11.1. Any controversy, claim, or dispute related to these Terms of Use (including incorporated terms) must be resolved through panel arbitration administered by Asian International Arbitration Centre (“AIAC”) following its AIAC i-Arbitration Rules (the “Rules”).

11.2. In the event a court deems this arbitration requirement unenforceable, or if a court proceeding is permitted by a competent jurisdiction or leave of courts in Malaysia, the Parties explicitly consent to the exclusive jurisdiction of the courts in Malaysia. Thus, any legal action initiated by either Party against the other Party for claims arising from these Terms of Use shall be brought in the Malaysian’s courts, or federal courts if applicable, of Malaysia. Except as specified in these Terms of Use, the schedule and rules for the arbitration hearing shall be determined by the arbitration panel (“Panel”) appointed by AIAC following the Rules. The location of the arbitration shall be Kuala Lumpur, Malaysia.

11.3. Notwithstanding to the above, the Parties agree to the following: -

11.3.1. Each Party will cover its own costs and fees associated with the arbitration, except for the arbitrators’ fees, which will be shared equally by both Parties;

11.3.2. Any decision made by the Panel will include a written opinion explaining the rationale for the decision;

11.3.3. The Panel cannot award punitive, consequential, or exemplary damages;

11.3.4. This provision and the arbitration process will be governed by Arbitration Act 2005;

11.3.5. The Panel’s decision must be based on these Terms of Use and applicable law, will be final and binding with no right of appeal except for cases of fraud, misconduct, or legal errors, and the decision can be enforced in any court with jurisdiction/ Malaysia; and

- 11.3.6. No arbitration can proceed on a class basis or be joined or consolidated with another arbitration. If the prohibition in this **Clause 11.4.6.** is deemed unenforceable, then neither party will be required to arbitrate. Even if applicable law or regulation allows for class actions or class arbitrations, the dispute resolution procedure specified here applies, and GoHub and Customer waive any rights to pursue any claim arising under or related to these Terms of Use on a class basis.
- 11.4. Despite the above, the Parties understand and agree that any dispute concerning the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent, or trade secrets, and Confidential Information will not be subject to the arbitration provisions in this Clause.
- 11.5. This Clause will not restrict a party's right to seek or obtain provisional or preliminary relief from a court of competent jurisdiction to: -
- 11.5.1. Compel arbitration according to these Terms of Use;
  - 11.5.2. Obtain orders to require witnesses to comply with subpoenas issued by the arbitrators;
  - 11.5.3. Request temporary injunctive relief related to the breach of the other Party's confidentiality obligations under these Terms of Use; or
  - 11.5.4. Ensure the enforcement of any arbitration award rendered in accordance with these Terms of Use.

## 12. Severability; Entire Agreement

- 12.1. If a competent legal authority deems any part of these Terms of Use illegal, invalid, or unenforceable for any reason, it shall be modified to the extent necessary to make it enforceable while keeping the remaining provisions in full force. These Terms of Use (i) represents the entire understanding between the Parties regarding its subject matter; (ii) supersedes any prior agreements or understandings that are not included herein; and (iii) includes all terms, conditions, understandings, and representations of the Parties. Any terms, and conditions provided by You through a purchase order or other means are void and ineffective, and they do not supersede the terms and conditions in these Terms of Use.