

TERM OF USE

IMPORTANT NOTICE TO USER: PLEASE READ THIS DOCUMENT CAREFULLY. This Terms of Use is a legal agreement between you (referred to herein as “you” or “your”) and POCCA DOT MEDIA SDN BHD (“PDM”) for access to and use of our website www.poccadotmedia.com (the “PDM Site” or “Site”) and other related websites, software, phone apps, interactive features or downloads operated by us and that are available through the PDM Sites (whether accessed directly or through any software application or through a phone).

BY ACCESSING OR USING THE PDM SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF SITE. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SITE. YOUR CONTINUED USE OF THE SITE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS.

1. General

- 1.1 The information provided on this site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to laws or regulations or which would subject to Pocca Dot Media Sdn Bhd and/or its subsidiaries and/or its affiliates to any registration requirement within such jurisdiction or country.
- 1.2 Neither the information, nor any opinion contained in this site constitutes a solicitation or an offer by PDM to buy or sell any products, services, futures, options, or an invitation to enter into any legally binding contract or arrangement. The products and services described in this site are available only to residents of Malaysia. Your eligibility for any particular products or services is subject to the final determination and acceptance by Pocca Dot Media Sdn Bhd.
- 1.3 These Terms of Use apply to the services offered by PDM. This PDM Site is the property of PDM.
- 1.4 By visiting and using the PDM Site in any manner including but not limited to visiting or browsing the services, you agree to these Terms of Use including those additional terms and conditions, and policies referred to here and/or available by hyperlink which you acknowledge represent a legally binding agreement between you and PDM.
- 1.5 By using the PDM Site, you understand that any information you send to the PDM Site may be intercepted or read by third parties even where there is notification that the transmission is encrypted.
- 1.6 Additional terms and conditions may apply to the purchase of products and to specific portions or features of the PDM Site, including contents or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such

other terms and conditions including where applicable, representing that you are of a sufficient legal age to use or participate.

- 1.7 You may not use the PDM Site or any Content for any purpose that is unlawful or prohibited by the Terms of Use, or solicit the performance of any illegal activity or other activity which infringes PDM's rights or rights of third parties.

2. Definitions

These definitions apply in these Terms of Use unless the context requires a different interpretation:

"Affiliates" means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by, or is under common control with a member of Pocca Dot Media Sdn Bhd. For the purpose of this definition,

"control" means the power, directly or indirectly, to appoint a majority of the directors or trustees of the other member, or to otherwise direct or cause the direction of the management, policies or power of the other member, whether through the ownership of voting shares, by appointment of directors, by contract or otherwise.

"Content" includes but is not limited to text, photographs, trademarks, music, artwork, computer code, visual interfaces, graphics, user interfaces, logos and music, including but not limited to the design, selection, expression, "look and feel", structure and arrangement of the Content on the PDM Site

"Intellectual Property" means all intellectual property rights including copyright, patents, rights in circuit layouts, registered designs, trademarks, rights of privacy and publicity and other forms of intellectual or industry property, know how, inventions, formula, confidential or secret processes, trade secrets, any other protected rights or assets, the right to have Confidential Information kept confidential, right to intellectual property granted pursuant to a licence agreement, and any application or right to apply for registration of any of those rights including all rights to have any of the foregoing registered or granted upon application, in reach and any part of the world and whether or not registered or registerable and for the full period thereof, and all extensions and renewals thereof.

"Product" means the product and service offered on the PDM Site to customers from time to time subject to these Terms of Use.

3. Changes to Terms of Use

- 3.1 PDM reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use from time to time. Your continued use of the PDM Site following the posting of these changes means that you agree to and accept the changes.

4. Disclaimers

- 4.1 The materials and information in this website, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by PDM on an "as is" and "as available" basis. References to materials and information contained in the PDM Site include such materials and information provided by third parties.
- 4.2 PDM does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the materials, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- 4.3 Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the Products and services of PDM, reasonable measures will be taken by PDM to ensure the accuracy and validity of all information relating to transactions and products of PDM. Further PDM does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. However, defects identified (if any) will be promptly addressed to ensure materials, information and/or functions contained therein are accurate.
- 4.4 You shall be responsible to evaluate the quality, adequacy, completeness, current ness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the PDM Site; further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.
- 4.5 The information that appear on this site are subject to change from time to time and at any time without notice. PDM is under no obligation to update the information on this site to reflect changes in circumstances which information would then differ from previously published information. Your continued access and/or use of this website subsequent to any such change shall be deemed as your acceptance to those changes.

5. Use Of Links

- 5.1 Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of PDM. Therefore, PDM shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services.

5.2 Furthermore, the links provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and PDM shall not be responsible or liable for any damages in connection with the linking. PDM strongly advise you to read the privacy policy statements (if any) of any websites which are linked to this website.

6. Applicable Policies

These Terms of Use shall be read together with the following policies:

- 6.1 Privacy Policy
- 6.2 Copyright Policy
- 6.3 Prohibited or Restricted Activities and Products Policy

6.1 Privacy Policy

PDM's Privacy Policy applies to the use of the PDM Site and its terms are part of these Terms of Use by this reference. Please refer to PDM's Privacy Policy.

6.2 Copyright Policy

Please take note that unless otherwise indicated, the copyright in this website and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and/or their arrangement, are the property of PDM, and are protected by applicable Malaysian and international copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcasted, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent from PDM. You also may not, without the express prior written consent from PDM, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of PDM Site may be in breach of statutory or common law rights which could be the subject of any legal action. PDM hereby disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this PDM Site. If you download any information or software from this site, you agree that you will not copy it or remove or obscure any copyright or other notices or legends contained in any such information.

6.3 Prohibited or Restricted Activities and Products Policy

You shall not engage in any or all activities that are restricted or prohibited by federal, state or local law in any country or jurisdiction. This section provides a non-exhaustive list of prohibited and restricted activities and products that must be observed strictly by you. PDM may at its sole and exclusive discretion impose additional restrictions and prohibitions, and revise this section from time to time. It is your responsibility to check this section from time to time. You must not inter alia:

- involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
- violate applicable laws or industry regulations regarding the sale of tobacco products, health, medicinal or prescription drugs and devices;
- engage in transactions relating to the infringement or violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- engage in activities that encourage, promote, facilitate or instruct others to engage in an illegal activity;
- engage in activities that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- offer or engage in activities that offer financial services including money transfers, issuing bank guarantees and letters of loans, credit, fundraising or funding for investment purposes; and
- list, market, advertise, promote, negotiate, complete sales and purchase, and otherwise deal with any product prohibited or restricted in this policy.

7. Trademarks

Trademarks displayed in this website are the property of the PDM and/or their respective third party proprietors as identified in the website. Unless the prior written consent of Pocca Dot Media Sdn Bhd or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of Pocca Dot Media Sdn Bhd or the relevant proprietor has been obtained, no such trade mark, service mark or logo may be used as a link or to mark any link to the Pocca Dot Media Sdn Bhd's website or any other site.

8. Liabilities and Indemnities

8.1 Limitation of Liability

In no event will PDM, our Affiliates, and our officers, directors, agents, joint ventures or employees mentioned at the PDM Site be liable for any special, direct, indirect, incidental, punitive, aggravated, exemplary or consequential damages or any damages whatsoever including without limitation, those resulting from loss of profits, damages, data or interruption arising or resulting from any of the following:

- the use, the results of use or inability to use the PDM Site, or any websites linked to the PDM Site, or the information or materials contained at any or all such websites, howsoever arising including negligence, whether based on warranty, tort, contract or any other legal theory or whether or not advised of the possibility of such damages;
- violation of third party rights under the relevant and applicable laws, claims or demands that the listing, offer, advertising, promotion, display, purchase, sale and/or use of the Products offered or displayed on the PDM Site may violate or may be asserted to violate third party rights or claims by any

party that they are entitled to defence or indemnification in relation to assertion of rights, demands or claims by third party rights claimants; • statements, acts or conduct by any user of the PDM Site;

- unauthorised access by third parties to data or private information of any user; or
- any matters relating to the PDM Site, Products and related services (including calculation of taxes and issuance of tax invoices) however arising including negligence

Notwithstanding any of the foregoing provisions, our liability and that of our Affiliates, our directors, officers, agents, joint ventures and employees to you or any third parties in any circumstances is limited to the actual amount of monies you have paid to PDM for the Products during the calendar year. All claims arising from the use of the PDM Site and/or related services must be by way of notice in writing to us of such claim, specifying in reasonably sufficient detail the nature of the claim and so far as is practicable the amount claimed in respect thereof, and shall be served within one (1) year from the date of the event/omission giving rise to the claim. Failing which you are deemed to irrevocably waive any such entitlement, right and pursuit of any such claim.

8.2 Indemnification

You agree to defend, indemnify and hold PDM, our Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any and all claims, losses, demands, fines or other liabilities which may arise from your use of the PDM Site or related services or from your breach of any of these Terms of Use or your breach of any representations and warranties made by you. In addition, you agree to defend, indemnify and hold PDM, our Affiliates, and our officers, directors, agents, joint ventures and employees harmless from any and all claims, losses, demands, fines or other liabilities which may arise directly or indirectly as a result of any claims asserted or incurred by any third party claimants or other third parties relating to the Products offered and displayed on the PDM Site. You hereby agree that PDM shall not be responsible and shall have no liability to you, for any material posted by others, including defamatory, seditious, vexatious, offensive or illicit material and the risk of damages from such material rests entirely with each user. PDM reserves the right at our own expense to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with PDM in asserting any available defences.

9. Breach and Infringement

9.1 Breach by User

PDM reserves the right in its sole discretion to immediately suspend or terminate your account and/or access to the PDM Site and the related services or any portion thereof without prior notification if you are in breach of these Terms of Use or where PDM has reasonable grounds to believe that you are in breach of any of these Terms of Use, including anticipatory breach which in the reasonable belief of PDM will be committed by you. PDM also has the right to restrict, refuse or ban any and all current or future use of the PDM Site and the related services or any portion thereof that may be provided by PDM.

Notwithstanding anything to the contrary in these Terms of Use, you would be considered as being in breach of these Terms of Use in any of the following circumstances:

- PDM has reasonable grounds to suspect that any information provided by you is not complete, outdated, untrue, false, inaccurate or misleading;
- PDM has reasonable grounds to believe that your act or omission may cause financial loss or legal liability to PDM Site or our Affiliates, other users or third parties; or
- upon receipt of a complaint or claim from any third party and where PDM has reasonable grounds to believe that you have breached these Terms of Use.

9.2 Infringement

PDM reserves the right to take appropriate action where necessary and without notice at any time including but not limited to remove all or any information, content or material from the PDM Site, to disallow the use of the PDM Site in connection with the information, content or material that is claimed to be infringing, to modify or change the PDM Site or any portion of the PDM Site, and any terms or policies, to modify, suspend or terminate the operation or access to the PDM Site.

10. Termination

- 10.1 PDM reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, PDM may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of PDM, of any other user, or of any third party.
- 10.2 You agree that PDM shall not be liable to you or any third party for any termination on your access to the PDM Site.

11. Miscellaneous

- 11.1 The failure of PDM to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to the applicable law, then the invalid and unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of these terms and conditions shall continue in full force and effect. Any rights not expressly granted herein are reserved.

12. Laws & Jurisdiction

- 12.1 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by PDM, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Malaysia in all disputes arising out of or relating to the use of this website. PDM makes no representation

that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.

13. Notice and Feedback

- 13.1 Any feedback you provide at this PDM Site is non-confidential.
- 13.2 All legal notices or demands to PDM shall be made in writing and sent to PDM personally, by courier or certified mail to D12-08-01, Block D12, Dana1 Commercial Centre, Jalan PJU 1A/46, Ara Damansara, 47301 Petaling Jaya, Selangor. The notices shall be effective when they are received and acknowledged receipt by PDM in any of the above manner.
- 13.3 All legal notices or demands to you shall be effective if either delivered personally, by courier, certified mail, by facsimile or email to the last known correspondence, fax or email address provided by you to PDM. Notice to you shall be deemed to be served upon and received by you if and when PDM is able to demonstrate that communication whether in physical or electronic form has been sent to you.
- 13.4 All agreements, notices and other communications that PDM sends to you electronically satisfies the legal requirement for communication to be in writing.

14. Miscellaneous

- 14.1 You may not assign, delegate, subcontract or otherwise transfer any or all of your rights and obligations under these Terms of Use. PDM may assign these Terms of Use (including without limitation our rights, titles, benefits, interests, obligations and duties in these Terms of Use) to any person or entity without prior notification to you.
- 14.2 If any term of these Terms of Use is at any time held by a court of competent jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms of Use.
- 14.3 Unless otherwise specified, these Terms of Use constitutes the entire agreement between PDM and you with respect to use of the PDM Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between PDM and you with respect to the PDM Site.
- 14.4 PDM's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as waiver by PDM of any provision or right it has to enforce these Terms of Use, nor modification of any provisions of these Terms of Use.
- 14.5 These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 14.6 All provisions in these Terms of Use which by their nature are intended to survive expiration or termination shall survive any expiration or termination of the contract between PDM and you.