Terms of Use Website

Please read these terms and conditions carefully before using this site.

1. What is in these terms?

These terms tell you the rules for using our website www.dattel.asia ("our site").

2. Who we are and how to contact us

The site <u>www.dattel.asia</u> is a site operated by Dattel ("**We**"). We are a private limited company incorporated in:

- 1. Singapore, registered as Dattel Pte. Ltd. With a business address at 30 Cecil Street, #19-08 Prudential Tower, 049712 Singapore.
- 2. Malaysia, registered as Dattel Sdn Bhd with a business address at 5-9-5, Block 5, VSQ@PJ City Centre, Jalan Utara, 46200 Petaling Jaya, Selangor, Malaysia.
- 3. Indonesia, registered as PT Dattel Mitra Asia with a business address at HDI Hive Menteng, 5th Floor, Unit A-B, Jl. Probolinggo No.18, Menteng, Jakarta 10350 Indonesia.
- Thailand, registered as Dattel Co. Ltd. with a business address at 191/13, CTI Tower, Level 29, Ratchadaphisek Road, Khwaeng Khlong Toei, Khet Khlong Toei, 10110 Bangkok, Thailand.

To contact us, please email <u>hello@dattel.asia</u> [or telephone our customer service line on <u>+603 7931 1006</u>].

3. By using our site you accept these terms

By using our site, you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

These terms of use refer to our Privacy Notice, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

4. Cookies

Our site may use cookie and other tracking technologies depending on the features offered. Cookie and tracking technologies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the site. Cookies can also help customize the site for visitors. The cookies used in our site will not identify the IP address and individual user.

You can choose to reject or block all or specific types of cookies set by virtue of your visit to our site by clicking on the cookie preferences on our site.

Please note that most browsers automatically accept cookies. Therefore, if you do not wish cookies to be used, you may need to actively delete or block the cookies.

If you reject the use of cookies, you will still be able to visit our websites but some of the

functions may not work correctly. By using our site without deleting or rejecting some or all cookies, you agree that we can place those cookies that you have not deleted or rejected on your device.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our site

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities. We will endeavor to give you reasonable notice of any major changes.

7. We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will endeavor to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8. How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist

advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

10. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

11. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on hello@dattel.asia.

12. Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you.

1. If you are a business user:

- 1. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 1. use of, or inability to use, our site; or
 - 2. use of or reliance on any content displayed on our site.
- 3. In particular, we will not be liable for:
 - 1. loss of profits, sales, business, or revenue;
 - 2. business interruption;

- 3. loss of anticipated savings;
- 4. loss of business opportunity, goodwill or reputation; or
- 5. any indirect or consequential loss or damage.

2. If you are a consumer user:

1. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. Uploading content to our site

Any content you upload to our site will be considered non-confidential and nonproprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of our site] a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with applicable content laws or standards.

You are solely responsible for securing and backing up your content.

14. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site.

You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the relevant Computer Crimes. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

15. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with applicable laws and standards.

If you wish to link to or make any use of content on our site other than that set out above, please contact <u>hello@dattel.asia</u>.

16. Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by the laws of Malaysia. You and we both agree that the courts of Malaysia will have exclusive jurisdiction.

17. Our trademarks are registered

["TRADEMARK 1"] and ["TRADEMARK 2"] are registered trademarks of Dattel. You are not permitted to use them without our written approval.



Trademark I



Trademark II