

LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR OUR SERVICES. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY THIS AGREEMENT FOR THE USE OF THE SOFTWARE AND SERVICES PROVIDED BY US, IT APPS SDN BHD.

- In this agreement –
“Accounts” any electronic accounts including but not limited to WeChat, WhatsApp and/or Facebook accounts to be created, accessed, controlled, maintained and/or operated by us under this Agreement;
“Application Form” the application form attached to this Agreement;
“Confidential Information” all information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labelled as “Confidential”, including but not limited to technical information, data, know-how and information relating to the disclosing party’s pricing, source codes, business, marketing strategies, financial condition and operations and submitted or howsoever made available by or on behalf of the disclosing party to the receiving party, whether before or after the date of this Agreement, for the purposes relating to or in connection with this Agreement; information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials;
“Force Majeure” an act, omission or circumstance relied on by one of the parties to this agreement as a Force Majeure event and over which that party could not reasonably have exercised control;
“Intellectual Property Rights” patents, trade marks, service marks, trade names, registered designs, designs, copyrights, moral rights, rights of privacy and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes and trade secrets, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing; “Licensee” you and includes your successors in title;
“Parties” you and us which include successors in title;
“Party” either you or us, taken in context;
“Service Fee” the fee payable by you as stated in the Application Form;
“Services” the services as offered and subscribed by you during the Term;
“Software” software that, among others, creates, designs or customises a digital marketing platform or any platforms to be added from time to time;
“Term” the period as defined in the Application Form
- This Agreement shall commence on stated in the Application Form and shall continue in effect for the Term subject to the right of either party to terminate this Agreement prior to its expiry in accordance with the terms herein.
- Upon full payment of the Service Fee (if required), we will provide you, on a best effort basis, a limited, revocable, non-exclusive, non-transferable license to use the Software and/or the Services during the Term.
- We do not represent or warrant that:-
 - access to the Software, Services or any part of them, will be uninterrupted, reliable or fault-free;
 - the Software, Services or any of their contents will be accurate, complete or reliable.
- (If applicable) You hereby grant us the access during the Term to register, create, access, control, maintain and/or operate the Accounts. You shall provide us with the necessary particulars requested by us from time to time in order for us to register, create, access, control, maintain and/or operate the Accounts. You agree that you will be bound by the terms of services of such account between your goodself and the operators of the Accounts. Nothing in this Agreement shall bind us to the said terms of services. You understand that the registration, creation, access, control and/or operation of the Accounts is subject to the terms and conditions of such accounts. In the event that the registration or creation of the Accounts is rejected, suspended or cancelled due to any reasons, you will immediately assist us in rectifying such issue.
- You shall not use the Software, Services to create, upload, post, transmit, display, perform, reproduce or distribute any Content that, in our sole opinion:-
 - are libellous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic or constitute child pornography;
 - solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18;
 - incite, encourage or threaten physical harm against another or promote or glorify racial intolerance, use hate and/or racist terms, or signify hate towards any person or group of people or glorify the use of or promote or offer for sale illegal substances and drugs or promote or offer for sale unlicensed or counterfeit products or in any manner infringe the intellectual property or privacy rights of others;
 - violate any provision of this Agreement or any other agreement or policy; or
 - is generally offensive or in bad taste, as determined by us.
- You shall represent and warrant that you own all copyright in the Content, or if you are not the owner, that you have permission to use the Content, and that you have the right to create, upload, post, transmit, display, perform, reproduce or distribute the Content using the Software and/or Services. You and your Content do not and will not infringe the Intellectual Property Rights or other rights of any person or entity.
- We reserve the right to remove or suspend any Content that is, in our sole opinion, not in accordance to this Agreement or any rules, regulation or laws.

- We disclaim any perceived, implied or actual duty to monitor the Content of the Accounts or in any parts of the Software and/or Services provided by you and specifically disclaims any responsibility or liability for the Content provided hereon.
- You shall grant us or cause to be granted a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, your trade marks, trade names or any and all of the Content submitted by you to us or ~~their~~ our affiliates, and to sublicense the foregoing rights to our ~~their~~ affiliates and operators of any website or other online point of presence (other than the Software or Services) through which the Software and/or Services are available thereon are syndicated, offered, advertised or described.
- Nothing in this Agreement will prevent or impair our right to use without your consent the Content provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trade mark law, or valid license from a third party).
- The Parties shall (and shall procure that their officers, employees and agents shall) at all times keep confidential the Confidential Information which it (or they) may acquire in relation to this Agreement and shall not use or disclose such information.
- The obligations of confidence hereunder assumed shall survive the expiry or termination of this Agreement but shall not continue to apply in cases where:-
 - such Confidential Information is used or disclosed with the prior written consent of the parties; or
 - such Confidential Information has become public knowledge other than as a result of unauthorized disclosure; or
 - such Confidential Information is required to be disclosed to the auditors or legal counsels of the Parties or to any governmental or regulatory authority or otherwise required to be disclosed by law.
- The Parties shall comply with all applicable privacy and data protection laws of Malaysia and also the Parties’ guidelines or rules relating to the processing of personal data.
- You warrant that the personal data of 3rd parties including users and visitors supplied to us are in accordance with the law. The Software and/or the Services have a function for the followers or members of your Accounts to opt-in to receiving promotional and marketing materials from us, our related companies or affiliates. You may enable this function and you agree that the personal data collected by us will be processed by us based on our discretion.
- We and our officers, employees and agents shall not be liable for, and you shall agree to indemnify us for, any loss of profit, contracts, business, revenues or savings arising directly or indirectly from any delay, interruption or failure in the access or use of the Software and/or Services for any reason whatever including, but not limited to, any such delay, interruption or failure by reason of any repair or maintenance (or want thereof), any damage or destruction by fire, water, riot, act of God or other cause beyond our control, any mechanical or other defect or breakdown, any shortage of manpower, fuel, materials, electricity or water, any labour disputes, any infringement claims arising out of or from your use, possession or Content provided by you, or any breach of the terms and conditions under this Agreement or any applicable laws.
- In any circumstances or events where it is held that we and our officers, employees or agents is responsible for any lost profits, lost savings, damage, cost or expense of any kind whatsoever and howsoever caused whether arising under contract or tort, including negligence, or otherwise including without limitation loss of or corruption to data, loss of production, loss of contracts, loss of operation time, and loss of goodwill or anticipated savings or other special, direct or indirect, punitive, consequential or incidental damages arising out of or relating to this Agreement or any product or service furnished or to be furnished under this Agreement or the use thereof, our total cumulative liability to you or any other person or third party shall be limited to the amount of the Service Fee paid by you for the use of the Software and/or Services.
- We shall have the right at any time and from time to time to make, add to, amend, supplemented, cancel or suspend such rules and regulations in respect of the Software and/or Services as may from time to time be required by the management, maintenance, safety, security, stability and/or care of the Software and/or Services and all such rules and regulations shall bind you upon and from the date on which notice in writing thereof is given by us to you.
- We shall also have the right at any time from time to time to terminate or suspend the Software or any of the Services at our sole discretion. However, in the event that we do so, we will let you know in advance, and we may, at our discretion, provide you with a partial refund of the Service Fee paid by you.
- We will maintain a periodical backup of your information stored in our system but we do not undertake that the said information will be backed up. Thus, you are responsible for keeping an independent backup of all data stored or generated.
- Neither party shall be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay is due to Force Majeure.
- If a delay or failure to perform a party’s obligations is caused or anticipated due to Force Majeure, the performance of that party’s obligations will be suspended.
- If a delay or failure to perform a party’s obligations due to Force Majeure exceeds fourteen (14) days either party may immediately terminate the agreement on providing notice to the other party.
- Without prejudice to any right or remedy a Party may have against the other for breach or non-performance of this Agreement, either Party may at any time give a notice in writing to the other to terminate this Agreement immediately if any one of the following events shall occur: -
 - if any Party shall fail to observe or perform any of its obligations herein and shall fail to remedy such breach (if capable of being remedied) within thirty (30) days after written notice thereof to the defaulting Party by the non-defaulting Party specifying the nature of the breach;
 - if any Party shall become insolvent or is wound up or shall go into liquidation whether compulsorily or voluntarily except for the purpose of a bona fide amalgamation or reconstruction with the consent of the Party;

Formatted: Left: 0.75 cm, Right: 1 cm, Top: 0.75 cm, Bottom: 0.75 cm, Width: 21 cm, Height: 29.7 cm

Formatted: Right: 0.2 cm

- (3) if any Party shall have a receiver appointed over any of its assets or undertaking;
 - (4) if any distress execution, sequestration or other process shall be issued against any property of the defaulting Party and is not settled within thirty (30) days thereof;
 - (5) if any Party shall cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation with the consent of the other Party; or
 - (6) if any Party shall infringe or violate any law or regulation pertaining to the use of the Services and that Party shall fail to remedy the infringement or violation within the time frame stipulated by the relevant authority.
25. In the event that the access to the Accounts is suspended or terminated for whatsoever reason save and except such suspension or termination is solely due to our fault, this Agreement shall continue as if such account is still in operation and no refund or reduction of the Service Fee will be offered. In the event that such suspension or termination is solely due to our fault, you may elect to terminate or suspend the Agreement and if the former is chosen, we will refund the Service Fee based on a pro-rata rate and nothing more.
26. In the event that this Agreement terminates for whatsoever reasons, the following shall be applicable:-
- (1) the access to the Software and/or Services shall immediately terminate;
 - (2) we reserve the right to permanently disposed and deleted any data held by us without further reference to you;
 - (3) we will retain information about your members or followers that have opted to receive promotional or marketing materials from us, our related companies or affiliates; and
 - (4) any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination shall not be affected or prejudiced and all rights of termination under this Agreement.
27. This Agreement shall be governed by and construed according to the law of Malaysia
28. Each communication under this Agreement shall be made in writing but, unless otherwise stated, may be made by telefax or registered letter or sent by hand. Each communication or document to be delivered to a party under this Agreement shall be sent to that party at the telefax number or address from time to time designated in writing by one party to the other for the purpose of this Agreement. The initial telefax numbers and address so designated by the Parties are set out below:-
- (1) JT Apps Sdn Bhd, 2nd & 3rd Floor, 39, Jalan Kuchai Maju 2, Off Jalan Kuchai Lama, 58200 Kuala Lumpur. Fax : +603-7982 1614
 - (2) Licensee – As per Application Form
29. Any communication from one party to another party shall be deemed to be received by such other party (if sent by telefax) on the day of dispatch, or (in any other case) when left at the address required above or two (2) days after being sent by registered post addressed to that address.