



## **General Terms of Use by Business Premise Owners**

### **General Terms of Use by Business Premise Owners**

1. These Terms of Use (“Terms”) govern your use of SELangkah. Please read these Terms carefully as any non-compliance may result in civil or criminal liability.
2. By accessing and using any part of SELangkah, you agree to be bound by these Terms. You may access and use SELangkah in the manner permitted under these Terms. If you do not agree to these Terms, please do not use SELangkah.
3. In the event of inconsistency or ambiguity between the terms stated in this English version and the Bahasa Malaysia version, this English version shall prevail.

### **Use of SELangkah**

4. Unless otherwise authorised by The Selangor Task Force For Covid19 (“STFC”) we grant you a non-exclusive, limited, revocable and non-transferrable right to use SELangkah for your personal non-commercial use only.
5. You agree that you will not, directly or indirectly —
  - (i) use SELangkah for any commercial purpose or for the benefit of any third party (except where authorised by STFC), including renting, selling, leasing or directly or indirectly charging others for the use of SELangkah;
  - (ii) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of SELangkah;
  - (iii) access, submit or use any data that is not yours, or which you are not validly authorised to access, submit or use;
  - (iv) misrepresent or make false or misleading claims regarding SELangkah; and/or
  - (v) use SELangkah for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms.

6. You agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the use of SELangkah, including any amendments to the foregoing, issued by STFC from time to time, as well as any applicable laws and regulations.
7. SELangkah is provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of SELangkah may rely on technologies outside our control. To the extent permitted by law, STFC does not make any representation or warranty of any kind whatsoever in relation to SELangkah and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty –
  - (i) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of SELangkah; or
  - (ii) that SELangkah or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that SELangkah and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.
8. STFC will not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your device, software or any other property, whether arising directly or indirectly in connection with any of the following –
  - (i) your use of SELangkah;
  - (ii) any loss or unavailability of use of SELangkah, howsoever caused;
  - (iii) any breakdown or malfunction of any equipment system or software used in connection with SELangkah, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;
  - (iv) any inaccuracy or incompleteness in, or error or omission in the transmission of personal data or any other content made available or accessible via SELangkah;
  - (v) any decision made or action taken by you or any third party in reliance upon SELangkah or any personal data or any other content made available or accessible via SELangkah; or
  - (vi) any virus or other malicious, destructive or corrupting code, programme or macro in SELangkah.
9. You will not rely on SELangkah to claim or assert any form of legitimate expectation against STFC, whether or not arising out of or in connection with our roles and functions as a public authority.

10. Without prejudice to the foregoing, no action may be brought by you against STFC under these Terms or related to SELangkah.

### **Reservation of Rights**

11. STFC reserves the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through SELangkah, or through such other means as STFC may deem appropriate.
12. STFC reserves the right to –
  - (i) update, enhance, upgrade, reduce, or otherwise modify or vary SELangkah, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to SELangkah;
  - (ii) suspend the use of SELangkah, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
  - (iii) deny or restrict use of SELangkah to you without ascribing any reasons and without liability to you whatsoever;
  - (iv) discontinue or terminate SELangkah, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and/or
  - (v) if your use of SELangkah is in breach of these Terms, we may immediately disable your use of SELangkah without notice and to take all such action (legal or otherwise) as we consider appropriate, desirable or necessary.
13. STFC retains the discretion in determining whether or not to provide maintenance and support services for SELangkah, and if so, the type and nature of such maintenance and support services.

### **Intellectual Property**

14. You acknowledge that STFC owns all titles, rights and interest, including intellectual property rights, in and to SELangkah, including any software therein. You will not do or permit any act which is directly or indirectly likely to limit our titles, rights or interest in and to the same. You will not use SELangkah in any way and will not reproduce any trademark, logo, trade name and similar mark that is associated with SELangkah, without STFC's prior written consent.
15. STFC does not represent or warrant that the Use of SELangkah by you will not constitute an infringement or misuse of any third party right, including intellectual property rights.
16. No part of SELangkah may be reproduced or reused without STFC's prior written permission.

**Indemnity**

17. You agree to indemnify STFC and hold STFC harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by STFC howsoever arising directly or indirectly out of your access to or use of SELangkah, or your breach of any of these Terms.

**Governing Law**

18. These Terms shall be governed and construed in accordance with laws of the Malaysia.