

# **TERMS OF USE**

The following terms and conditions govern your use of this website and services offered by V-Work Sdn Bhd under the service brand ('WeManage'). It is important that you take the time to read the terms and conditions carefully before using and accessing this website.

These terms and conditions may be revised without prior notice from time to time.

# 1. Acceptance of Terms and Conditions

- 1.1. By continuing to browse and use this website, you are automatically agreeing to comply with and be bound by the following terms and conditions of use (which term shall include guidelines and rule which may be posted by WeManage from time to time), which together with our privacy policy, govern WeManage's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website and mobile services.
- 1.2. You agree that WeManage may modify, revise and amend the terms and conditions and/or suspend or terminate the website at any time without prior notice. By continuing to use the website, you are deemed to have agreed to be bound by any modifications and amendments to this terms and conditions.
- 1.3. Owing to the global nature of the Internet infrastructure and Software as a Service, the information you provide may be transferred and kept in transit or safe-keeping in other countries. By submitting your information, it is deemed that you consent to these transfers.
- 1.4. This website contains material which is owned by or licensed to WeManage.
- 1.5. The material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited.
- 1.6. You agree to allow WeManage to communicate with you via various media channels from time to time. Media channels here refer to, but are

not limited to, short messaging services, multimedia messaging services, Facebook, e-mails, Twitter, Instagram, instant messaging.

## 2. Registration

- 2.1. To register, you must provide the information required in the registration form. You are required to create your own unique User ID and Password to allow you to access to your information data. When choosing your own User ID and personal password, you must not use words that are obscene, abusive or likely to cause offence.
- 2.2. You are responsible for maintaining the confidentiality of the User ID and password, and fully responsible for all activities that occur under your User ID and password whether or not actually or expressly authorized and/or used by you.
- 2.3. Your account is to be used by a single user only and you will not allow simultaneous access using the same Access Information.
- 2.4. The website is provided on an "as is" basis. Although every effort has been made to provide accurate information on these pages, neither WeManage, nor any of its employees or other users make any warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, timeliness, accuracy or completeness of the information posted on the website. Information on the website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. WeManage may also make improvements and/or changes to the websites at any time without notice.

### 2.5. You agree to:-

- 2.5.1. provide true, accurate, current and complete information about yourself as prompted by the registration form; and
- 2.5.2. maintain and promptly update such registration data to keep it accurate, current and complete.
- 2.6. The website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access the website and assume all risk associated therewith.
- 2.7. The website may not be available to be accessed from all regions, state and countries of the world. WeManage reserves the right, in its sole discretion, to limit or terminate your ability to access the website from certain regions, state or countries, and you assume all risk associated with

- the accessibility of the website from any given region or country of the world.
- 2.8. Your use of this website and any dispute arising out of such use of the website is subject to the local (Malaysia), regional and international laws.
- 2.9. WeManage reserves the right to limit or prohibit your entry into its website in its sole discretion and shall not be liable for it.
- 2.10. Any application form, either softcopy or hardcopy, to WeManage, payment gateway or bank (if any) will not be returned. Any application or fees paid to the payment gateway service provider and associate bank subject to the rules and regulations depicted in the application forms.

## 3. Usage

- 3.1. You agree to use the website only for lawful purposes and in accordance with this terms and conditions.
- 3.2. You agree to notify WeManage immediately of any unauthorised use or any other breach of security. WeManage cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 3.3. You should not assign and/or release your password to any third party. The password is provided to you for your personal use only.
- 3.4. You may not allow any other person to:-
  - 3.4.1. resell, timeshare, sublicense, or otherwise transfer all or any portion of the website to any other party; or
  - 3.4.2. make commercial use of the website or any part of the contents without the express written consent of WeManage.
- 3.5. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through the website. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding on-line communication in the country in which you reside.
- 3.6. You may not use the website in any manner that could damage, disable, overburden, or impair the website (or the network(s) connected to it) or interfere with any other party's use and enjoyment of the website.
- 3.7. You may not hack into, make excessive traffic demands, deliver or forward chain letters, "junk mail" or "spam" of any kind, surveys, contests, pyramid

- schemes or otherwise engage in any other behaviour intended to inhibit other users from using and enjoying the websites which is likely to damage or destroy WeManage's reputation or disrupt the usage and enjoyment of other users.
- 3.8. You may not circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading WeManage's legitimate web pages (referred to as "page-jacking") or use the website for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability and WeManage will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;
- 3.9. You will not post or transmit through the website any defamatory, harmful, obscene, threatening, pornographic, racist, menacing, offensive, crude, sexist, vulgar or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. Always treat other users with respect.
- 3.10. You may establish a link or "deep link" to the website from your site, provided that you have obtained WeManage's prior written consent and that in WeManage's sole discretion, the context is relevant and the link or its description is not detrimental to WeManage.
- 3.11. You will not broadcast, copy, download, reproduce, republish, transmit in any manner whatsoever, any material on the website except as is strictly necessary for your own personal non-commercial home use.
- 3.12. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:
  - 3.12.1. You may print or download to a local hard disk or any local storage device extracts for your personal and non-commercial use only; AND
  - 3.12.2. You may copy the content for personal consumption and not for commercial use.
  - 3.12.3. However, you are permitted to share published information on the website to any social media in good will.

- 3.13. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.
- 3.14. You will not do anything that affects the operability or security of the website or causes unreasonable inconvenience or offence or disruption to our staff.
- 3.15. You are required to sign an acknowledgement and acceptance of the terms and conditions if instructed to do so by WeManage.

#### 4. Tender Fees

- 4.1. WeManage is the appointed medium to receive Tender Fees (if any) on behalf Customer who subscribes to WeManage online services.
- 4.2. 5% online payment processing fee are imposed.
- 4.3. By default, the cumulated tender fees after the online payment processing charge will be used for contra with plan renewal purpose. No interest or dividend for customer positive credit in customer account.
- 4.4. Withdrawal option:
  - 4.4.1. Customer can opt for withdrawal of any positive credit in customer's account.
  - 4.4.2. Customer shall submit an email request with the company bank information in Malaysia for the online transfer. 5% withdrawal fee or minimum RM50 (whichever is higher) is chargeable for each withdrawal.
- 4.5. WeManage reserve the rights to adjust transaction fees without any prior notice to Customer.