

WELCOME TO SELANGKAH TERMS OF USE

1. General

- 1.1 These Terms of Use and its Annexures (collectively, the "**Terms**") govern your Use of Selangkah and Selangkah Features (herein defined respectively).
- 1.2 By Using Selangkah or Selangkah Features, you are agreeing to these Terms. Any non-compliance with these Terms may result in civil or criminal liability. If you do not agree to these Terms, please do not Use Selangkah or Selangkah Features.
- 1.3 Selangkah and Selangkah Features are provided by Selangkah Ventures Sdn Bhd ("**we**", "**us**" or "**our**") in order to provide members of the public access to products and services offered by State Government of Selangor and other services. If you have any question about these Terms, Selangkah or Selangkah Features, please contact us at –

Selangkah Ventures Sdn Bhd

Email: info@selangkah.my

Address: NO. 01- 02, Level 1, 14/6, Jalan Pembangunan, Seksyen 14,
40000 Shah Alam, Selangor

- 1.4 Before you Use Selangkah or Selangkah Features, please check that you are Using -
 - a) Selangkah and Selangkah Features that are from a legitimate source (i.e. Selangkah Mobile, Selangkah Website or Approved Online Stores); and
 - b) Selangkah and Selangkah Features that are operated and/or published by us.

If you Use Selangkah or Selangkah Features that are not from a legitimate source or not operated or published by us, we will not be responsible for anything that results from such Use.

- 1.5 These Terms only govern the relationship between us and you. Additional or separate terms may apply to your use of other Selangkah applications, websites or services. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will

govern. The dealings between you and any other third party are not governed by these Terms. The extent to which Selangkah is Used by you may be subject to Third Party Terms as described in Clause 6.

2. Interpretation

1.1 In these Terms, unless otherwise defined or unless the context otherwise suggests, when the following words and phrases are used, they will have the following meanings -

"Account" refers to the account which you have with us for purposes of Selangkah or Selangkah Features.

"Approved Online Stores" means (i) the official Apple App Store accessible at <https://www.apple.com/sg/ios/app-store> or such other successor site; (ii) the official Google Play accessible at <https://play.google.com> or such other successor site; and (iii) such other websites as may be specified by us from time to time.

"Approved Recipients" means the Public Agencies and third parties requesting for your information, and that are approved and consented by you to receive your Profile Data upon your authorization which may include Approved Service Providers.

"Approved Service Providers" means the relevant Public Agencies and third parties approved by us to use Selangkah and as a means of electronic identification, authentication or authorisation for their online or offline services (each a **"Specific Service"**).

"Compatible Device" means a Device which meets or exceeds the requirements prescribed by us from time to time.

"Content" means any and all data, information, images, text, messages, notifications, digital content and/or media that may be uploaded, created, produced, generated, stored and/or transmitted through the Use of Selangkah or Selangkah Features including mobile number and location data captured via QR scanner.

"Device" means a computer, laptop, mobile phone, smartphone, tablet, phablet, kiosk or other device from which Selangkah can be accessed and used.

"Guidelines" means any and all additional terms, instructions, guidelines, directions and/or policies with respect to any operational or technical details or FAQs regarding Selangkah and/or Selangkah Features, as may be issued or amended by us from time to time.

This version of these Terms is dated 19 January 2021

"**Incorporated Terms**" is defined in Clause 6.4.

"**Intellectual Property Rights**" means any and all rights existing from time to time, whether existing now or in the future, under any trademark law, copyright law, patent law, trade secret law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world.

"**Login Credentials**" means the Selangkah Username, Selangkah Password, Selangkah Passcode, Selangkah Mobile on the Registered Mobile Device and/or any other unique login, identification or credential issued, prescribed or otherwise approved by us in accordance with Clause 4.1 to allow you to Use Selangkah.

"**Merchants**" means merchants who utilize Selangkah Biz as their online business platform for commercial purposes;

"**Organisation**" means a company, partnership, association or other organisation or body corporate.

"**PDPA**" means the Personal Data Protection Act 2010.

"**personal data**" has the same meaning as set out in the PDPA.

"**Privacy Statement**" is defined in Clause 12.1.

"**Preventing and Detecting Outbreaks at Ignition Sites**" or "**POIS**" means the initiative aimed to reduce and prevent workplace-related COVID-19 cases in Malaysia established by Selangor Task Force for COVID-19 ("**STFC**").

"**Profile Data**" means all data (including personal data) contained in your user profile under your Account and which may contain data populated by you through the use of other data from data source(s) approved by us.

"**Public Agencies**" means the Government of Malaysia, State Government of Selangor, public agencies, boards and other statutory bodies.

"**Re-Directed Features**" is defined in Clause 11.1.

"**Registered Mobile Device**" means a Compatible Device which has been registered or enrolled with us for use with Selangkah Mobile in connection with Selangkah and your Account.

"**Shortcuts**" is defined in Clause 11.1.

"**Selangkah**" means the electronic identification, authentication, or authorisation service known as "*Selangkah*" through such Devices, websites, channels or platform, as may be designated by us from time to time.

"**Selangkah Biz**" means the feature provided by the relevant Third Party to be used by Merchants or business premise owners to transact for commercial purposes;

"**Selangkah ID**" refers to the data sharing Selangkah Feature which you may use as an authentication and authorize the automatic filling-out of e-forms of Approved Recipients with, among other things, your personal data.;

"**Selangkah Exposure**" means the display of your exposure to any reported affected COVID-19 premises within the last 14 days days;

"**Selangkah Features**" means any and all products, services, features, information, documents, software, application programming interface ("API"), content, know-how, inventions, processes, designs and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter) supplied or made available to you in connection with Selangkah. "**Selangkah Features**" includes but are not limited to the following features, products, services and platforms:

- a) Selangkah ID;
- b) Selangkah Screening;
- c) Selangkah Biz;
- d) Selangkah Pay;
- e) Selangkah Vaccine;
- f) Selangkah Exposure;
- g) Selangkah Map;
- h) Preventing and Detecting Outbreaks at Ignition Sites ("POIS") feature;

"**Selangkah Map**" means the display of the reported affected premises within the last 28 days;

"**Selangkah Mobile**" means the mobile application designed to, amongst other things, be used as an authentication form factor, known as "*Selangkah Mobile*", from Approved Online Stores;

"**Selangkah Pay**" means the payment services and platform provided by the relevant Third Party to you as a consumer making purchases on Selangkah or Selangkah Features;

"**Selangkah Passcode**" means the passcode that you set up for use with your Account on Selangkah Mobile;

"**Selangkah Password**" refers to the valid password that you use in conjunction with the Selangkah Username to access Selangkah or other password-protected or secure areas of Selangkah;

"**Selangkah Screening**" means the screening platform provided to you with the availability of COVID-19 screening options;

"**Selangkah Username**" refers to the unique login identification name or code which identifies you for purposes of Selangkah;

"**Selangkah Website**" refers to www.selangkah.my or such other website as may be specified by us from time to time;

"**Specific Service**" is defined within the defined term "**Approved Service Providers**";

"**Terms**" is defined in Clause 1.1.

"**Third Party**" is defined in Clause 6.1.

"**Third Party Terms**" is defined in Clause 6.1.

"**Updates**" is defined in Clause 14.1.

"**Use**", "**Uses**", "**Using**" or "**Used**" in relation to Selangkah or Selangkah Features includes downloading, installing, accessing, operating or using Selangkah or Selangkah Features.

1.2 Unless the contrary intention appears, in these Terms -

- a) headings are inserted for convenience only and do not affect the interpretation of these Terms;
- b) words importing the singular include the plural and *vice versa*;

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- c) references to persons are to be construed as references to an individual or a body corporate as the context requires;
- d) the words, "*include*" "*includes*" and "*including*" are to be read as if they are followed by the phrase "*without limitation*";
- e) any reference to "**Selangkah**" includes a reference to "*part of Selangkah*" and any reference to "**Selangkah Features**" includes a reference to "*part of Selangkah Features*"; and
- f) any reference to any Act of Parliament includes any amendment, replacement or re-enactment to that Act and includes any subsidiary legislation made under that Act.

3. Usage Terms

- 3.1 You agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the Use of Selangkah and Selangkah Features (including Guidelines), any amendments to the aforementioned issued by us from time to time, as well as any applicable laws and regulations. In addition, the following terms shall apply -
 - a) **in the case of Selangkah ID**: the terms set out in Annex 1 of these Terms;
 - b) **in the case of Selangkah Screening**: the terms set out in Annex 2 of these Terms;
 - c) **in the case of Selangkah Biz**: the terms set out in Annex 3 of these Terms;
 - d) **in the case of POIS**: the terms set out in Annex 4 of these Terms.
- 3.2 Subject to Clause 3.3 and unless otherwise authorised by us, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to Use Selangkah, Selangkah Mobile and Selangkah Features for the purposes stated under these Terms only.
- 3.3 If you Use Selangkah or Selangkah Features on behalf of an Organisation, you represent and warrant that you have been authorized: -
 - a) to Use Selangkah and Selangkah Features on behalf of the Organisation; and
 - b) to bind the Organisation to these Terms.

In such circumstances, any reference to "you" in these Terms will include your Organisation.

3.4 You agree that you will not, directly or indirectly -

- a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of Selangkah or Selangkah Features (including authentication, password issuance and reset services);
- b) Use Selangkah for any commercial purpose or for the benefit of any third party (save where authorised by us), including renting, selling, leasing or directly or indirectly charging others for Use of Selangkah;
- c) reproduce or make any copies of the Selangkah Features, including any software therein;
- d) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of Selangkah and the Selangkah Features, including any feature that -
 - i) prevents or restricts access or use of any particular functionality or feature of Selangkah and Selangkah Features;
 - ii) prevents or restricts the access or use of any Account; or
 - iii) prevents or restricts the access to, or use of any Content that is made available or accessible through Selangkah;
- e) access, log into or use any Account that is not yours, or which you are not validly authorised to access, log into or use;
- f) misrepresent or make false or misleading claims regarding Selangkah or the Selangkah Features;
- g) Use Selangkah or Selangkah Features for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;
- h) use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of Selangkah or Selangkah Features or to intercept or expropriate any Content or personal data from Selangkah or Selangkah Features;

- i) Use Selangkah or Selangkah Features in any manner that could damage, disrupt, disable, overburden, or impair the operation of Selangkah or Selangkah Features or interfere with any person's Use of Selangkah or Selangkah Features;
- j) while Using Selangkah or Selangkah Features, upload, post or transmit any Content of any type that -
 - i) is contrary to any law, statute or subsidiary legislation;
 - ii) is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
 - iii) infringes or violates the rights of any person;
- k) Use Selangkah or Selangkah Features to access data not intended for you; and
- l) solicit any password or personal data from any person or entity for the purpose of Using Selangkah.

4 Access to Selangkah and your Account

- 4.1 The features and functionalities of Selangkah and Selangkah Features are accessible with an Account. Unless otherwise authorised or permitted by us, you must register for an Account via the Selangkah Website, Selangkah Mobile or log into your existing Account to use such features or functionalities. You agree that you will only obtain and maintain one Account and one set of Login Credentials, as we will only recognise one Account per individual.
- 4.2 You can access Selangkah and Selangkah Features with the use of your Login Credentials. You are responsible for the confidentiality, safekeeping and security of your Account details, including your Login Credentials that are required to access your Account. For example, -
 - a) you should take appropriate steps to keep your Device, the information and software stored on your Device secure, including clearing your browser cookies and cache before and after Using Selangkah; and
 - b) you must not share your Login Credentials with anyone else.

You must notify us immediately if you know or suspect the confidentiality of your Login Credentials or Account has been compromised or accessed without your permission. To protect the confidentiality of your Login Credentials and Account, we may require you, from time to time, to change your Selangkah Password and you agree to do so when required. If we are investigating suspected misconduct, or if you do not comply with these

Terms, we may suspend or disable your Login Credentials without giving any reason or prior notice. We are not liable or responsible for any loss or damage arising out of or in connection with your Login Credentials being suspended or disabled.

4.3 You agree that -

a) you will be liable and responsible for any transaction or activity conducted through, or purported to be conducted through, your Account and under the Specific Services;

b) any -

i) Use or purported Use of Selangkah or Selangkah Features; and

ii) information, data, instructions or communications, whether or not authorised by you, referable to your Login Credentials,

will, as the case may be, be deemed to be -

(A) Use of Selangkah or Selangkah Features by you; and

(B) information, data, instructions or communications transmitted and validly issued by you; and

c) you will be responsible for any –

i) Use or purported Use of Selangkah or Selangkah Features; and

ii) information, data, instruction or communication, whether or not authorised by you, referable to your Login Credentials, and we (and the Approved Service Providers) may act upon, rely on and hold you responsible and liable, as if the same were carried out, transmitted or issued by you.

4.4 We are under no obligation, nor are we able, to verify the authenticity of any transaction and activity conducted through your Account or under any of the Specific Services, or the identity of the person logging into and using your Account and you agree that we (and the Approved Service Providers) may act upon, rely on or hold you solely responsible and liable, as if the same were conducted by you. You agree that you will not hold us or any Approved Service Provider responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by you or any third party if there is any unauthorised use of your Account.

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- 4.5 You may only activate and maintain one Registered Mobile Device at any given time. To use Selangkah Mobile, you are required to activate Selangkah Mobile by registering your mobile device (which will be a Compatible Device) for Selangkah Mobile in accordance with our latest instructions, procedures and directions.
- 4.6 Once a mobile device (which will be a Compatible Device) has been registered for Selangkah Mobile in respect of your Account, we owe no duty to verify your Login Credentials. All use or access of Selangkah Mobile (whether such access or use is authorised by you or not) will be deemed to be use or access of Selangkah Mobile by you.
- 4.7 You will exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Registered Mobile Device or Selangkah Passcode. We will not be responsible or liable for any loss caused to or damage suffered by you if any person should obtain possession of any Registered Mobile Device and obtain information about you, your use of Specific Services or your Account or carry out any transaction through your Account or under any of the Specific Services through Selangkah Mobile.

5 Reservation of Rights

- 5.1 We reserve 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 the Selangkah Website, Selangkah Mobile, or through such other means as we may deem appropriate. Your continued Use of Selangkah or Selangkah Features following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms, please do not Use Selangkah and Selangkah Features.
- 5.2 We reserve the right to -
 - a) update, enhance, upgrade, reduce, or otherwise modify or vary Selangkah and Selangkah Features, 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 and Selangkah Features;
 - b) suspend Use of Selangkah and/or Selangkah Features, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
 - c) deny or restrict Use of Selangkah and/or Selangkah Features to you without ascribing any reasons and without liability to you whatsoever;

- d) discontinue or terminate Selangkah and/or Selangkah Features, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and
 - e) introduce, restrict or vary access to the Specific Services without notice or liability to you whatsoever.
- 5.3 Without limiting Clause 5, if your Use of Selangkah or Selangkah Features is in breach of these Terms, we may immediately disable your Login Credentials and terminate your Account and your Use of Selangkah and Selangkah Features without notice and to take all such action as we consider appropriate, desirable or necessary.
- 5.4 We retain the discretion in determining whether or not to provide maintenance and support services for Selangkah and Selangkah Features, and if so, the type and nature of such maintenance and support services.
- 5.5 You agree that without limiting Clause 4.3 we may, at our discretion, and without stating any reasons whatsoever, take such verification measures which may include -
- a) measures that require you to prove your identity or confirm or validate the actions conducted on your Account by alternative means; and
 - b) measures declining or delaying to act on actions conducted on your Account until your identity has been verified or such actions have been validated or confirmed in accordance with Clause 5.5(a) above.

Please note that we will never ask you for your Login Credentials, whether as a verification measure or otherwise.

- 5.6 For the avoidance of doubt, we will not be under any obligation to take any verification measure in Clause 5.5. We will not be responsible or liable for any loss, liability or expense suffered or incurred by you arising, directly or indirectly, from any verification measure taken by us in accordance with Clause 5.5.

6 Third Party Terms

- 6.1 Selangkah may require, enable, provide, or facilitate access to or use of website, software or services of a third party ("**Third Party**"), including Specific Services and Approved Online Stores, and may be used in combination with software or services of such third parties to electronically identify, authenticate, and/or authorise users prior to their access or use of Specific Services of the Approved Service Providers. In such an event,

there may be additional terms governing such access or use (the "**Third Party Terms**") that will bind either us or you or both. For example –

- a) if you choose to download Selangkah Mobile from Google Play, the relevant terms of service from Google LLC would apply;
- b) if you choose to be a Merchant on Selangkah Biz, the relevant terms of service from Kiplepay Sdn Bhd would apply;
- c) if you use Selangkah Pay to transact with Public Agencies, the relevant terms of service from Kiplepay Sdn Bhd would apply.

- 6.2 It is your responsibility to check and read the most up-to-date versions of these Third Party Terms and you are deemed to have notice of the same. In particular, you are deemed to have notice of any terms that we (under the Third Party Terms) are required to notify you of, and you agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user.
- 6.3 If the Third Party Terms require you to enter into an agreement directly with the Third Party, then you agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms.
- 6.4 You agree to indemnify and keep us harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of such Third Party website, software or service or your non-compliance with the Third Party Terms or Incorporated Terms which causes us or the relevant Third Party to breach any of the Third Party Terms.
- 6.5 You will not hold us liable for any damage or loss of any kind caused as a result (direct or indirect) of the use of such Third Party website, software or service, including any damage or loss suffered as a result of reliance on the contents contained in or available from such Third Party website, software or service.
- 6.6 For the avoidance of doubt, nothing in Selangkah or Selangkah Features will be considered an endorsement, representation or warranty of or by us with respect to any Third Party or any Third Party's content, products, services or otherwise, even where the Third Party website, software or service may require the Use of Selangkah. We make no representation or guarantee regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such Third Party content, product, service or otherwise and any use or reliance on the same by you is solely at your own risk.

7 Intellectual Property

- 7.1 You acknowledge that we, or a relevant Third Party, own all titles, rights and interest, including Intellectual Property Rights, in and to Selangkah and Selangkah Features, including any software therein, and any Content made available or accessible via Selangkah. You will not do or permit any act which is directly or indirectly likely to limit our rights, title or interest, or that of a relevant Third Party (as the case may be), in and to the same. Unless otherwise expressly permitted by law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, Selangkah or Selangkah Features. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with Selangkah, without our prior written consent, or that of the relevant Third Party (as the case may be).
- 7.2 You also agree to not remove, obscure, or alter our or any relevant Third Party's copyright notice, trademark, or other proprietary right notice contained within, applied to or made available or accessible in conjunction with or through Selangkah.
- 7.3 We do not represent or warrant that the Use of Selangkah or Selangkah Features by you will not constitute an infringement or misuse of any third party right, including Intellectual Property Rights.
- 7.4 No part of Selangkah or Selangkah Features may be reproduced or reused without our prior written permission.

8 Generated Content

- 8.1 You may be required to create, generate, share, submit or transmit certain Content in the course of your Use of Selangkah or Selangkah Features ("**Generated Content**"). Examples of such Content include personal details, contact details, responses, feedback or other information provided by you or through your Profile Data when Using Selangkah or Selangkah Features. You agree that you will continue to retain full ownership and control over the Generated Content and that we do not claim any ownership over any of the same. You grant us, Approved Service Providers, and any relevant Third Party a non-exclusive, worldwide and royalty free licence and right to handle and deal with the Generated Content for the purposes of providing you with Selangkah, and any purposes directly incidental or related to the same. This includes –
 - a) sharing or transferring the Generated Content to third party service providers that we or a relevant Third Party may engage for the purposes of providing you with Selangkah and Selangkah Features;

- b) storing or making backups of the Generated Content on databases or servers (whether within or outside Malaysia) owned, operated or managed by us, a relevant Third Party or third party service providers engaged by us or a relevant Third Party; or
 - c) where you have indicated your agreement to do so, to share, transfer or disclose the Generated Content with Approved Recipients through the use of Selangkah ID
- 8.2 We will have the right to process, modify, remove and delete any Generated Content at any time, for any or no reason whatsoever, and without notice to you. We will not be liable to you in any way whatsoever if we do any such things.
- 8.3 Without limiting Clause 12 (Privacy Statement), you agree that it is your responsibility to ensure that Generated Content is complete, accurate, true and correct. If you choose to rely on the personal data contained in Generated Content for the purpose of any Specific Services, it is your responsibility to ensure that all personal data submitted for purposes of such transactions or Specific Services is complete, accurate, true and correct. You will be responsible for any and all losses, costs, expenses or damages suffered by you, us, or any third party, arising out of or in connection with such personal data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages.

9 Your Consent to Access Functions of Your Device

- 9.1 Use of Selangkah or Selangkah Features via your Device may require you to -
- a) have an adequate Internet connection;
 - b) have a Compatible Device; and
 - c) allow access by Selangkah or Selangkah Features to certain functions of your Device where such functions are available, such as the Device's camera, push notifications, obtaining your location, telephone number or the collection of data from you in connection with Selangkah or Selangkah Features. Please also see Clause 12 (Privacy Statement). Your Use of Selangkah or Selangkah Features will constitute your consent to the access by Selangkah or Selangkah Features of such functions of your Device as may be reasonably required by Selangkah or Selangkah Features.
- 9.2 You may not be able to Use certain functionalities of Selangkah or Selangkah Features if you do not comply with the requirements set out in Clause 9.1. For example, the QR Code scanning functionality on Selangkah

Mobile uses your Registered Mobile Device's camera function to scan and capture QR Codes to enable you to create Content or to access Specific Services via Selangkah Mobile. You will need to grant Selangkah Mobile permission to access your Registered Mobile Device's camera for the QR Code scanning functionality to work.

10 Disclaimers against Warranty, Representation and Liability

10.1 Selangkah and Selangkah Features are provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of Selangkah and Selangkah Features may rely on technologies outside our control. To the extent permitted by law, we do not make any representation or warranty of any kind whatsoever in relation to Selangkah or Selangkah Features 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 –

- a) 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 and Selangkah Features; or
- b) that Selangkah and Selangkah Features or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that Selangkah and Selangkah Features and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.

10.2 We 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 -

- a) your Use of Selangkah or Selangkah Features;
- b) any loss or unavailability of Use of Selangkah or Selangkah Features, howsoever caused;
- c) any breakdown or malfunction of any equipment system or software used in connection with Selangkah or Selangkah Features, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;

- d) any use, misuse, purported use or misuse, loss, theft or unauthorised use of any Registered Mobile Device;
- e) any Use, mis-Use, purported Use or mis-Use or unauthorised Use of Selangkah or Selangkah Features, including by reason of a third party's access to a Registered Mobile Device;
- f) your computer or hardware or any other device (including any Registered Mobile Device) not working or functioning properly;
- g) any inaccuracy or incompleteness in, or error or omission in the transmission of Selangkah Features or any Content made available or accessible via Selangkah, Selangkah Features, or any Specific Service;
- h) any delay, failure, or interruption in the transmission of the Selangkah Features or any Content made available or accessible via Selangkah, Selangkah Features, or any Specific Service, whether caused by delay, failure, or interruption in transmission over the internet or otherwise;
- i) any decision made or action taken by you or any third party in reliance upon Selangkah, Selangkah Features or any statement, opinion, representation, information or any Content made available or accessible via Selangkah, the Selangkah Features, or any Specific Service; or
- j) any virus or other malicious, destructive or corrupting code, programme or macro in Selangkah or Selangkah Features.

10.3 Insofar as Selangkah or Selangkah Features facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials and/or services, we make no representation or warranty in relation to such other products, software, materials and/or services (including any representation or warranty as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).

10.4 You acknowledge that your Use of Selangkah or Selangkah Features contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data or Generated Content which may give rise to loss or damage suffered by you, and you agree that you will not hold us liable in any way whatsoever for the said loss or damage. You agree that you Use Selangkah, Selangkah Features and any Third Party website, software or service made available in conjunction with or through Selangkah or Selangkah Features at your own discretion and risk and that you will be responsible for any loss

or damage suffered by you and to your Device, or loss, damage to or corruption of data that results from the Use of Selangkah, Selangkah Features or Third Party website, software or service.

- 10.5 You will not rely on Selangkah or Selangkah Features to claim or assert any form of legitimate expectation against us, whether or not arising out of or in connection with our roles and functions as a public authority.
- 10.6 Information provided through Selangkah Features does not constitute professional advice and Selangkah Features may not cover all information available on a particular issue. Before Using Selangkah Features, you will perform your own checks or obtain professional advice relevant to your particular circumstances.
- 10.7 Without prejudice to the foregoing, no action may be brought by you against us, under these Terms or related to Selangkah and/or the Selangkah Features, more than one (1) year after the cause of action arose.

11 Hyperlinks

- 11.1 For your convenience, Selangkah Features may provide hyperlinks or other forms of shortcuts (collectively, "**Shortcuts**") which enable you to access and be re-directed to, websites, services, products, or other materials, of third parties (including Approved Service Providers), which are not maintained or controlled by us (collectively, the "**Re-Directed Features**"). Where any Third Party Terms apply to such Re-Directed Features, you are expected to read and comply with such Third Party Terms and Clause 6 will apply.
- 11.2 Insofar as Selangkah Features provide Shortcuts to any Re-Directed Features, we will not be responsible for the availability or content of the Re-Directed Features and will not be liable for any damages or losses arising from your access to or use of the Re-Directed Features. Use of Shortcuts and access to such Re-Directed Features are entirely at your own risk. Shortcuts are provided merely as a convenience to you and do not imply endorsement by, association or affiliation with us of the contents of or provider of the Re-Directed Features.
- 11.3 Hyperlinking to and framing of Selangkah Features are prohibited unless you have obtained our prior written consent. If you hyperlink to or frame Selangkah Features, that will constitute your acceptance of these Terms. If you do not accept these Terms you must immediately discontinue hyperlinking to or framing of Selangkah Features.
- 11.4 We reserve all rights -

- a) to disable any links to, or frames of, any materials which are unauthorised (including materials which imply endorsement by or association or affiliation with us, materials containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights); and
- b) to disclaim responsibility and/or liability for materials that link to or frame any part of the Selangkah Features.

12 Privacy Statement

- 12.1 During your Use of Selangkah and Selangkah Features, we may be required to collect, store, use, disclose or process personal data belonging to you, or that may relate to a third party individual and that is provided by you. In this regard, we will collect, use, store, disclose or process such personal data in accordance with our privacy statement which can be found on or through the Selangkah Website and Selangkah Mobile (the "**Privacy Statement**").
- 12.2 Please refer to our [Privacy Statement](#) for more details. By Using Selangkah or Selangkah Features, you acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time. The Privacy Statement forms part of these Terms.
- 12.3 For the avoidance of doubt, the personal data belonging to you, or that may relate to a third party individual and is provided by you, may be collected, used, disclosed and/or processed for the purposes set out in the Privacy Statement, including any purpose that may be notified by us to you from time to time.

13 Fees

- 13.1 We reserve the right to introduce new fees from time to time. We are not responsible for any fee charged by any other Internet site, application, software, service, product or otherwise that is not provided by us.

14 Updates

- 14.1 From time to time, we may issue, release or provide updates or upgrades to, or new versions of, Selangkah or Selangkah Features ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that Selangkah and Selangkah Features may not operate properly or at all if the Updates are not installed or implemented by you. For the avoidance of doubt, we do not guarantee that

such Updates will be made available on, or that such Updates will continue to be compatible with your existing Device or its operating system.

15 Assignment

- 15.1 You may not assign or sub-contract these Terms without our prior written consent.
- 15.2 We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of Selangkah, Selangkah Features or these Terms, without notifying you and without further reference to you. Your acceptance of these Terms will also constitute your consent to such assignment, novation, transfer or sub-contract.

16 Governing Law and Dispute Resolution

- 16.1 These Terms and the Use of Selangkah and the Selangkah Features will be governed and construed in accordance with the laws of Malaysia.
- 16.2 Subject to Clause 16.3, any dispute arising out of or in connection with these Terms or the Use of Selangkah or Selangkah Features, including any question regarding the existence, validity or termination of these Terms, will be referred to and finally resolved in the courts of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia.
- 16.3 We may, at our discretion, refer any dispute referred to in Clause 16.2 to arbitration administered by the Asian International Arbitration Centre ("**AIAC**") in Malaysia in accordance with the AIAC Arbitration Rules ("**AIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further –
 - a) the seat of the arbitration will be Malaysia;
 - b) the tribunal will consist of one (1) arbitrator to be agreed upon in accordance with the AIAC Rules, except that if no agreement is reached within thirty (30) calendar days after receipt by one party of such a proposal from the other, the arbitrator will be appointed by the Chairman of the AIAC;
 - c) the language of the arbitration will be English; and
 - d) all information, pleadings, documents, evidence and all matters relating to the arbitration will be confidential.
- 16.4 Where we are a defendant or respondent, we will have at least thirty (30) calendar days before the commencement of any legal action against us to elect to exercise the right under Clause 16 to have the dispute submitted to

arbitration. This right to elect will not limit our right to a limitation defence and the period to exercise the right will not be abridged by reason of any accrual of a limitation defence in our favour during the said period.

17 Miscellaneous

- 17.1 Any termination of your Account, your Use of Selangkah or Selangkah Features under these Terms (howsoever occasioned) will not affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.2 If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.
- 17.3 No delay by us in enforcing any provision of these Terms will be construed to be a waiver of any of our rights under that provision.
- 17.4 Any notice that we intend to give to you may be posted on the Selangkah Website, Selangkah Mobile or sent to you to any contact information you may have provided us with through your Account or otherwise. You are deemed to have received notice of the same upon us posting or sending such notice to you.

Annex 1

Additional Terms for Selangkah ID

1 Interpretation

- 1.1 Capitalised terms used but not defined in this Annex 1 have the meaning given to them in the main body of the Terms.
- 1.2 In this Annex 1 -
- "Approved Recipients' Channels"** means any and all interfaces of Approved Recipients, including websites, webpages, applications, online or electronic platforms or other online or electronic locations, venues or resources.
- 1.3 Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 1, the provisions in the main body of the Terms will prevail.

2 Additional Terms for Selangkah ID

- 2.1 Through Selangkah ID, you may efficiently pre-fill e-forms, user registration pages or screens on Approved Recipients' Channel(s) with the Profile Data from your Account, for you to share with Approved Recipients. When you use Selangkah ID, please note that that you will be authorising Selangkah ID to pre-fill your Profile Data at the e-form, user registration page or screen on the Approved Recipients' Channel(s). In particular, the following points should be observed -
- 2.1.1 to use Selangkah ID, you will have to log-in using your Login Credentials as part of the process of activating Selangkah ID;
- 2.1.2 when Selangkah ID is activated, it will pre-fill the Approved Recipients' e-forms or user registration pages or screens with your Profile Data;
- 2.1.3 **Automatic pre-filling:** with certain Approved Recipients, Selangkah ID automatically pre-fills the Approved Recipients' e-forms or user registration pages or screens with your Profile Data, after you have logged into the respective Approved Recipients' Channel(s) using your Login Credentials. If you wish to remove the pre-filled information, please delete the pre-filled information manually;

- 2.1.4 you must ensure that all the information you have provided is correct before submitting such information in the e-forms or user registration pages or screens to the Approved Recipients;
- 2.2 You understand and agree that you are solely responsible for ensuring that your Profile Data is complete, accurate, true and correct at all times.
- 2.3 When you authorise Selangkah ID to pre-fill the Approved Recipients e-forms or user registration pages or screens with your Profile Data, you agree that you are solely responsible for ensuring that all Profile Data submitted in relation to the Approved Recipient's request for your information is complete, accurate, true and correct. You will be responsible for any and all losses, costs, expenses or damages suffered by you, us, or any third party, arising out of or in connection with such personal data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages. Save where otherwise expressly provided in the Terms, you acknowledge that we shall not be responsible or liable for the security, authenticity, integrity or confidentiality with regard to any transactions and other communications that involved you pre-filling your Profile Data through the use of Selangkah ID. You acknowledge that Profile Data shared with Approved Recipients may be at risk of interference or interception by third parties. You agree to take appropriate steps to keep your personal data, software and equipment secure. This includes clearing your Internet browser cookies and cache before and after using Selangkah ID.
- 2.4 You acknowledge that we are not involved in and are not responsible for any transactions or communications made between you and Approved Recipients. You further acknowledge that you have no right or claim against us in respect of any transactions or communications between you and Approved Recipients that involved the use of Selangkah ID. We neither endorse nor assume any responsibility for Approved Recipients and the content on Approved Recipients' Channels. You acknowledge that you are solely responsible for any transactions or communications with Approved Recipients involving the use of Selangkah ID.

Annex 2

Additional Terms for Selangkah Screening

1. Interpretation

- 1.1 Capitalised terms used but not defined in this Annex 2 have the meaning given to them in the main body of the Terms.
- 1.2 Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 2, the provisions in the main body of the Terms will prevail.

2 Additional Terms for Selangkah Screening

- 2.1 Selangkah Screening is a Third Party feature used to provide you with the availability of options of undergoing voluntary COVID-19 screening once you have been identified and notified of your exposure to another user who had been tested positive for COVID-19. You are granted access to receive such notification and you agree for the following terms to apply immediately upon your activation of Selangkah Mobile. For any and all available content and programs provided under Selangkah Screening, Clause 6 and the relevant Third Party Terms apply.
- 2.2 You acknowledge and agree that we are not responsible for and have no control over the Third Party content and programs offered and/or Third Party screening procedures accessed through Selangkah Screening. In the event of any inaccuracy or error in the content and program on Selangkah Screening or otherwise any issues relating to the content and programs of Selangkah Screening, please contact the relevant Third Party.
- 2.3 If you are found to be COVID-19 positive upon the completion of the screening accessed through Selangkah Screening, by Using Selangkah Screening, you would have expressly agreed for your personal data contained in your Account including health records sourced through Public Agencies to be transferred to the relevant Public Agencies and/or Approved Service Providers who may offer Specific Services to you.

Annex 3

Additional Terms for Selangkah Biz

1. Interpretation

- 1.1 Capitalised terms used but not defined in this Annex 3 have the meaning given to them in the main body of the Terms.
- 1.2 Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 3, the provisions in the main body of the Terms will prevail.

2. Additional Terms for Selangkah Biz

- 2.1 Selangkah Biz is used as an online business platform for Merchants to offer, display and sell their products and services. By being a Merchant, you agree to be bound by the terms of the relevant [Third Party Terms](#) offering Selangkah Biz as our service provider. Please note that such Third Party may also be [processing your personal data as a separate Data User](#) (as defined in PDPA).
- 2.2 You agree to indemnify and keep us harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of such Third Party website, software or service or your non-compliance with the Third Party Terms or Incorporated Terms which causes us or the relevant Third Party to breach any of the Third Party Terms.

Annex 4

Additional Terms for POIS

1. Interpretation

- 1.1 Capitalised terms used but not defined in this Annex 4 have the meaning given to them in the main body of the Terms.
- 1.2 In this Annex 4 -
- "STFC"** means the Selangor Task Force for Covid-19 established by the State Government of Selangor to prevent the spread of COVID-19 disease.
- 1.3 Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 4, the provisions in the main body of the Terms will prevail.

2. Additional Terms for POIS

- 2.1 POIS is the initiative of STFC and allows Organisations to register and supply the Profile Data and other personal data of their employees in order to participate in the contact-tracing initiative of Selangkah Exposure, Selangkah Map and/or other Selangkah Features. Organisations may register their interest in the scheme via Selangkah.
- 2.2 In the course of your Use of Selangkah or Selangkah Features as an Organisation, we may collect personal data relating to other individuals from you. Under these circumstances:
- a) You shall, prior to disclosing to us such personal data relating to other individuals -
- (i) notify these individuals (A) that you will be providing their personal data to us; and (B) of the Purposes for which we will be collecting, using, disclosing and processing their personal data, as set out in this Privacy Statement and as notified by us to you from time to time; and
 - (ii) obtain the consent from the individuals whose personal data are being disclosed, permitting (A) you to disclose the personal data to us; and (B) us to collect, use, disclose and process these individuals' personal data, for the Purposes.
- b) You represent and warrant that -

- (i) the personal data that you will be providing us or have provided us is, complete, accurate, true and correct; and
- (ii) you have the valid authority and consent from these individuals to act on their behalf and provide their personal data to us to collect, use, disclose and process for the Purposes.