

# IPHall Terms and Conditions of Use

## 1. INTRODUCTION

- 1.1 Welcome to <https://www.iphall.com> (the "Site"). These terms and conditions ("Terms and Conditions") apply to the Site operated by **IP Hall Sdn. Bhd. (596841-P)**, a company incorporated in Malaysia having its registered address at **501, Level 5, Block A, Pusat Perdagangan Phileo Damansara 1, 46350 Petaling Jaya, Selangor, Malaysia** ("the Company") and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference these Terms and Conditions. Any feature, content, tools and services accessible by means of the Site are collectively referred to as the "Services".
- 1.2 By accessing the Site, you confirm your understanding and acceptance of the Terms and Conditions. The Site reserves the right, to change, modify, add or remove portions of these Terms and Conditions of use at any time. Changes are deemed effective and binding when posted on the Site with no other notice provided. Your usage of the Site constitutes your acceptance of all terms and conditions and any of its changes.

## 2. OTHER AGREEMENTS

- 2.1 Please also read the IPHall's, Privacy Policy and Acceptable Use Policy, and any other policies and agreements that you have with any of our related entities, ("**Affiliates**"), which, together with these Terms and Conditions, are the entire agreement between you and us regarding your use of the Services and the terms of which are incorporated by reference into these Terms and Conditions.
- 2.2 For the purposes of these Terms and Conditions, any reference to "IPHall" or "we", "us" or "our" in these Terms and Conditions shall be deemed to mean IP Hall Sdn. Bhd., and any reference to applicable services under these Terms and Conditions shall also include our services.

## 3. YOUR INFORMATION

Your privacy is important to us and we will treat all data that you provide to us in accordance with these Terms, including the IPHall's Privacy Policy, as updated from time to time.

## 4. LICENCE AND ACCESS

- 4.1 Provided that you comply with these Terms and Conditions, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable licence under the Terms and Conditions described to access and use information on the Site. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you.
- 4.2 Content provided on this Site is solely for informational purposes. Certain services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to

promptly update such information if there are any changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Company shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your usage of the Site.

- 4.3 All rights not expressly granted to you in these Terms and Conditions are reserved and retained by us, our Affiliates or our licensors, suppliers, publishers, rights holders or other content providers as applicable. Our Site, or any part of our Site, may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose. Your use of any intellectual property rights belonging to us, or our Affiliates, licensors, suppliers, publishers, rights holders or content providers is subject to these Terms and Conditions.
- 4.4 Any goodwill accruing out of the use of our and our Affiliates' trademarks, trade and business names and service marks under these Terms and Conditions will vest in us and our Affiliates, as the case may be.
- 4.5 We reserve the right to refuse to provide the services in our Site to anyone for any reason, in our sole and absolute discretion without being obliged to provide you with any reason or notification.

## **5. USER SUBMISSIONS**

- 5.1 Anything that you submit to the Site and/or provide, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

## **6. YOUR OBLIGATIONS AND USE OF THE SERVICES**

- 6.1 In order to use the Site you must have an IPHall account and you must comply with the requirements as set out in these Terms. If you do not comply with these requirements at any point you must cease using the Site immediately and to the extent permitted under applicable law, you shall be liable for any legal consequences, including costs, losses or damages which we may suffer or incur as a result.
- 6.2 You are responsible for maintaining the confidentiality of your IPHall account and for restricting access to your account in accordance with our Terms, including notifying us of any actual or suspected unauthorised use. Please note that until you tell us of any actual or suspected unauthorised use we will not be liable for any unauthorised transactions conducted via your account. You are responsible for ensuring that the details you provide to us are correct and complete, and for letting us know of any changes to the information you

have provided. You can access and update the information you have provided to us, including your account settings, via the interface on your IPHall account.

- 6.3 You must not use the Services: (a) in any way that causes, or is likely to cause, the Services, or any access to the Services, to be interrupted, damaged or impaired in any way; or (b) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.

## **7. WARRANTY AND DISCLAIMER**

- 7.1 Our Site is provided to you on an “as is”, “where-is” basis based on existing technology, however, we warrant to you that we will provide the service via our Site using reasonable skill and care. We make no other representations or warranties of any kind, express or implied, including without limitation: (a) implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the Site will meet your requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) that information, content, materials or products and/or services included on or available through the Site is completely accurate and reliable and will be as represented by other users, sellers and/or service providers, available for sale at the time of listing, lawful to sell, or that sellers and/or service providers will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; (e) any implied obligation, liability, right, claim or remedy under contract; and (f) any obligation, liability, right, claim or remedy in tort, whether or not arising from our negligence, in equity, or otherwise. To the fullest extent permissible under applicable law, we disclaim any and all such warranties.

- 7.2 You warrant that all content delivered or disseminated by you is derived from legitimate sources and are owned by you or authorised by the legal owner to be used by you.

## **8. YOUR RIGHTS AND OBLIGATIONS**

- 8.1 You shall have the right to access the Site in accordance with these Terms to search, view and print details relating to your intellectual property case (s) as filed with the Company.

- 8.2 In addition to the restrictions set out in these Terms, you must not use the Site:

- (A) to cause or potentially cause any unreasonable or disproportionate burden on the Site;
- (B) to interfere or attempt to interfere with the Site or our ability to provide services through the Site; or
- (C) to manipulate any transactions carried out via the Site in any manner that is unfair to other participants or users of the Site or in any manner that is contrary to applicable law.

- 8.3 You irrevocably authorise us to assist in the settlement of disputes arising from your use of the Site. In such event, you shall indemnify us for any liabilities arising out of our decision

- 8.4 You may report any illegal activities or any violation of applicable laws by other users of the Services by contacting us at [post-office@iphall.com](mailto:post-office@iphall.com) and at +6012-7975077.

## **9. OUR RIGHTS AND OBLIGATIONS**

- 9.1 As set out in the Terms, we retain the right to suspend or terminate the Site, prevent or restrict access to the Site, take any other action to restrict access to or availability of the Site, or remove any objectionable material or content in the Site.
- 9.2 We may, if we consider appropriate, immediately suspend or terminate the Site, prevent or restrict access to the Site, or take any other action to restrict access to or availability of the Site, or remove any objectionable material or content, reviews, feedback, ratings, inaccurate information, listings and/or descriptions, inappropriately categorised goods and/or services, unlawful goods and/or services or goods and/or services prohibited for listing in the Site. We reserve the right and have absolute discretion but not an obligation, to remove, screen or edit any content that breaches the provisions of these Terms or is otherwise objectionable or contrary to any applicable laws. Without prejudice to the generality of the rights in this clause, and to any other rights that we may have in these Terms or other agreements between you and an Affiliate or pursuant to applicable laws, we reserve the right in our sole and absolute discretion to refuse publishing user-inputted information or to immediately remove any information which we object to or to suspend or terminate the Site if we regard you as making inappropriate use of your IPHall account.
- 9.3 You acknowledge and agree that we are entitled to offer cooperation and provide information, including information about or provided by you, to any administrative or judicial authority.

## **10. TRADEMARKS AND COPYRIGHTS**

- 10.1 All intellectual property rights, whether registered or unregistered in the Site, information content in the Site and all the designs including but not limited to text, graphics, software, photos, video, music, sound, and their selection and arrangement and all software compilations, underlying source code and software shall remain our property. The entire contents of the Site also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.

## **11. ADVERTISEMENT**

- 11.1 We may provide you with options to close or minimise advertisements in the Site, but you must not in any way screen or filter the advertisements in any manner not expressly permitted by us in writing.
- 11.2 Save as required by applicable laws, we shall have no liability for any loss or damage incurred or suffered by you arising from transactions you enter into in reliance upon such advertisements or promotional and marketing information.

## **12. TERMINATION**

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Terms and Conditions, you shall immediately cease all access to and use of the Term and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account

identification issued to you and deny your access to and use of this Term in whole or in part. Any termination of these Terms and Conditions shall not affect the respective rights and obligations of the parties arising before the date of termination. You furthermore agree that the Company shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or with the Company in operating the Site, your sole and exclusive remedy is to discontinue using the Site.

### **13. COMPLIANCE WITH LAWS**

- 13.1 You are solely responsible for understanding and complying with all applicable laws and regulations in accordance with these Terms in relation to your use of the Site. You must not use the Site in any way which breaches applicable laws.
- 13.2 If the country or region in which you are located prohibits or restricts all or any part of the Site, you must immediately cease using the Site.

### **14. OUR LIABILITY**

- 14.1 We will use reasonable care to ensure that the Site will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, we are unable to provide any guarantees in this regard. In addition, you acknowledge and agree that your access to the Site may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services.
- 14.2 To the extent permitted by applicable laws and regulations, in no event will we or our Affiliates be liable or responsible for:
  - (A) any losses or damages that were caused by any natural disaster or other circumstance beyond our reasonable control;
  - (B) any computer virus, trojan horse or other damage caused by malware or hackers;
  - (C) any malfunction or failure of our or your software, system, hardware or connectivity;
  - (D) losses that were not caused by any breach of these Terms by us;
  - (E) risks and losses caused by your non-compliance with any applicable laws and/or these Terms;
  - (F) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
  - (G) any indirect or consequential losses (regardless of whether or not such indirect or consequential losses are foreseeable to us) or any incidental, punitive, special and consequential damages,

in each case, arising out of or in connection with these Terms, any other agreements which apply to the Site, the services or information in the Site, your inability to use the Site or in connection with messages/information received through the Site, whether or not we have been advised of the possibility of such damage.

- 14.3 To the fullest extent permitted by applicable law, we will not be liable to you for the interruption or disruption of the Site or any possible losses to you in any circumstance which is not reasonably foreseeable by us (which exemption includes liability that would otherwise arise for any direct loss).
- 14.4 To the fullest extent permitted by applicable law, we will be exempted from any liabilities in relation to the following risks which you may encounter:
- (A) information with threatening, defamatory or illegal content including from anonymous sources or someone using a fake or fictitious name;
  - (B) you being misled or deceived by any person which results in psychological or physical harm and/or economic loss;
  - (C) your computer system being destroyed, paralysed or unable to operate in normal condition;
  - (D) credit or debit card fraud; or
  - (E) identity theft.
- 14.5 You hereby release us (and our Affiliates, employees, representatives and agents) from claims, demands and damages (actual, direct, consequential or otherwise) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute in relation to any information obtained or relied on through the IPHall interface.
- 14.6 We do not guarantee the legality, authenticity or quality of the information via the Site. We will not be liable to compensate or indemnify you for any loss suffered by you arising from the authenticity or quality of the information accessed and/or used by you via the Site.
- 14.7 Nothing in these terms and conditions limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under applicable laws and regulations:
- (A) any liability for death or personal injury caused by either Party's negligence;
  - (B) any liability for fraud or fraudulent misrepresentation;
  - (C) any liability for wilful misconduct; or
  - (D) any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws and regulations.
- 14.8 To the extent permitted by applicable law, you agree that you (and your organisation, if you are using the Site on behalf of such organisation) will indemnify us, our partners, and our Affiliates from and against any claim, suit, action, demand, damage, debt, loss, cost, expense (including litigation costs and attorneys' fees) and liability arising from: (i) your use of the Site; or (ii) your breach of these terms and conditions.

## **15. INTERRUPTION, SUSPENSION AND TERMINATION OF THE SERVICE**

15.1 Without limiting the generality of Clause 14.1, we may suspend, interrupt or terminate or impose limitations on your use of the Site in accordance with our business or risk control requirements or those of our Affiliates.

15.2 We are entitled to interrupt, suspend or terminate the Site without notice in the following circumstances where:

- (A) you provide us with false or incorrect information;
- (B) you violate applicable laws or the provisions of these Terms;
- (C) the Site is required to be interrupted, suspended or terminated by the provisions of applicable laws or by competent authorities;
- (D) you infringe the lawful rights and interests of third parties;
- (E) the Site is required to be interrupted, suspended or terminated for security reasons;
- (F) we suspect that the IPHall account that you are using is not legally owned by you;  
or
- (G) you fail to pay us for any services for which a fee is charged.

15.3 For the avoidance of doubt, the exercise by us of any of our suspension or termination rights under these Terms shall be without any liability to you and without prejudice to any other right or remedy available to us under these Terms or applicable laws.

15.4 The provisions of these Terms, which by their nature and content, are intended, expressly or impliedly, to continue to have effect after the termination or expiration of these Terms shall survive and continue to bind you and us.

## **16. ALTERATIONS TO THE SITE OR AMENDMENTS TO THIS TERMS AND CONDITIONS OF USE**

16.1 We may make changes to these Terms at any time. You will be subject to the terms and conditions of these Terms in force at the time when you use the Site. If you continue using the Site after any amendment to or change of these Terms, you shall be deemed to have read, understood and agreed to such amendment or change. If you disagree, you must immediately stop using the Site.

## **17. ELECTRONIC COMMUNICATIONS**

We will communicate with you by e-mail or by posting notifications on the IPHall interface. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notifications, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, unless applicable laws specifically require a different form of communication.

## 18. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and any dispute or claim arising out of or in connection with it shall be governed by the laws of Malaysia. Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with these Terms, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered in the Asian International Arbitration Centre (AIAC)) by a sole arbitrator agreed between the parties, and in accordance with the rules of the AIAC. If the parties fail to agree on the appointment of the sole arbitrator within 30 days of first proposal by any party, the arbitration will be conducted by a sole arbitrator appointed by the Director of the AIAC. The arbitration proceedings shall be conducted in English.

## 19. MISCELLANEOUS

19.1 The headings of these Terms and of the clauses are inserted for convenience only and shall not be relied upon in interpreting these Terms. Any agreement amending, supplementing, novating or restating these Terms shall form an integral part of these Terms and have the same legal effect.

19.2 If any of the terms and conditions contained in these Terms is deemed to be invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

20. **You shall not assign your rights or transfer by way of novation your rights and obligations under these Terms without our prior written consent. We may assign our rights under these Terms without your prior consent. We may assign our rights or transfer by way of novation our rights and obligations under these Terms without your prior consent and you hereby consent to any such transfer. You agree that in the event of any assignment or novation by us, including without limitation, in connection with an acquisition of us or our assets, we are authorised to transfer any or all of your data relating to the Site.**