

WEBSITE TERMS OF USE & PRIVACY POLICY

The following terms and conditions govern your access and use of this website <www.mansa.org.my> and all information, content, products, services and functionality available at or through the site (“**Website**”). This Website is owned and operated by **Malaysian National Society of Audiologists (MANSA) (Registration No: PPM-005-10-26062001)**, a society incorporated under the laws of Malaysia with its address W505-506, Block E, Metropolitan Square, Jalan PJU 8/1, Damansara Perdana, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia (“**the Society**”, “**we**”, “**us**”, and/or “**our**”).

The website uses cookies to enable us to collect data and user details to enable certain functionalities of the Website for the ease of use for the visiting user.

AGREEMENT

The Terms of Use (“**Agreement**” or “**Terms**”) and the Privacy Policy posted on this Website (which are incorporated into this Agreement by reference), as revised from time to time, sets forth the legally binding terms for your use of this Website. By visiting, accessing or using this Website, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself or the entity that you represent). Unless otherwise limited or restricted by the law of territory of which you reside in, or use this Website from, the use of this Website is open for anyone, either those residing or using this Website in Malaysia or outside of Malaysia. Notwithstanding the foregoing, you hereby understood and agreed that you are at a majority age whichever is applicable under the law of territory of which you reside in, for you to access or use this Website or accept this Agreement. You further agree that if you do not agree with any part or all of the provisions of this Agreement, you shall not, or continue to, access and/or use this Website.

Your access to and use of this Website is conditioned on your acceptance of and compliance with these Terms. By accessing or using this Website, you agree to be bound by these Terms. This Website that the Society provides is always evolving and the form and nature of this Website may change from time to time without prior notice to you. In addition, the Society may stop (permanently or temporarily) providing access to this Website (or any features within this Website) to you or in general and may not be able to provide you with any prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

RESTRICTION ON USAGE

You shall use this Website in accordance with the terms of this Agreement, and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt this Website; (b) make any modifications, adaptation, improvement, enhancement, translation, or derivative work from this Website; (c) violate any applicable laws, rules, or regulations in connection with your access or use of this Website; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Society or its affiliates, partners, suppliers or the licensors of this Website; (e) use this Website for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (f) use this Website for creating a product, service, or software that is directly, or indirectly, competitive with or in any way a substitute for any contents, product, or

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software offered by the Society; (g) use this Website to send automated queries to any website or device or to send any unsolicited commercial e-mail; or (h) use any proprietary information or interfaces of the Society or other intellectual property of the Society in the design, development, manufacture, licensing, or distribution of any this applications, accessories or devices for use with this Website.

USER CONTENT

“**User Content**” means any and all information and content that you, or a User submits to, or uses with regards to, this Website, including but not limited to, content in the User’s Feedback and Correspondence (as defined below).

You are solely responsible for your User Content and you assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the acceptable of Usage of Website (as defined below). You shall not state or imply that your User Content is in any way provided, sponsored or endorsed by the Society. You further acknowledge and agree that you alone, are accountable and responsible for your User Content, and you may expose yourself to liability under this Terms or laws and regulations governing your use of this Website. The Society is not responsible or obligated to backup any User Content and User Content may be deleted at any time. You hereby acknowledge and agree that you are solely responsible for creating backup copies of your User Content if you so desire.

Each User is solely responsible for any and all of its User Content and because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content.

If you provide us any feedback, reviews and recommendation or suggestions regarding this Website (“**Feedback and Correspondence**”), you hereby agree that we will have the right to use or share such Feedback and Correspondence and related information in any manner it deems this appropriate. We shall treat any Feedback and Correspondence you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

USAGE OF WEBSITE

The acceptable “Usage of Website” are as below:

- you agree not to use this Website to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any intellectual property rights, trade secret, moral right, privacy right, right of publicity, or any other proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libellous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise

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objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

- In addition, you agree not to use this Website to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to this Website or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to this Website, other computer systems or networks connected to or used together with this Website, through password mining or other means; (vi) harass or interfere with another User's use and enjoyment of this Website; or (vii) introduce software or automated agents or scripts to this Website so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from this Website (except that we grant the operators of public search engines revocable permission to use web crawler to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

INTELLECTUAL PROPERTY AND LICENSE

Ownership

Excluding your User Content, you acknowledge and agree that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in this Website is, unless otherwise expressly stated or prohibited, owned by us or our licensors, or otherwise assigned or licensed to us. The provision of this Website does not transfer to you or any third party, any rights, title or interest in or to such intellectual property rights. The Society reserve all rights not granted in this Agreement or rescinded the rights make available for use in this Website. The proprietary software associated with this Website, including any enhancements or modifications thereto and any related documentation, as well as the visual and textual elements and the selection, arrangement and compilation of data embodied in (and/or displayed during the execution of) the software, are copyrighted works and exclusively owned by us or our licensors. In addition, this Website, including all software, any contents, inventions, technology, products, contents and data provided to, on or through this Website, are, unless otherwise expressly stated or prohibited, owned by us or our licensors, or otherwise assigned or licensed to us by you, and are protected under the relevant copyright, patent, trademark and/or other intellectual property laws and thereafter incorporated as a valuable information of the Society, and are the exclusive property of the Society.

License

Subject to the terms of this Agreement, the Society grants you a limited, personal, revocable, non-sub-licensable, non-transferable, non-exclusive, license to use this Website for your personal, non-commercial use. Subject to the aforesaid provision above, this Agreement does not transfer from the Society to you, any the Society or third party, intellectual property rights, and any rights, titles and interest in, to and under such property will remain solely with the Society or such third party, as the case may be. The Society, this Website, the Society logo,

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and all other copyrights, trademarks, service marks, graphics and logos used or displayed in connection with this Website, any advertisements or Third-Party Site, are copyrights, trademarks or registered trademarks of the Society or any relevant third parties. Your use of this Website does not grant you any right or license to reproduce or otherwise use any the Society or third-party intellectual property rights.

License for User Content

You hereby grant, and you represent and warrant that you have the right to grant, to the Society an irrevocable, non-exclusive, royalty-free and fully paid, worldwide sub-licensable licence to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for the purposes of including your User Content in this Website and to use the User Content for any purposes. You hereby acknowledge and agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

You agree that you shall NOT post or share any Feedback and Correspondence that (i) impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others; (ii) violates the rights of a third party, including copyright, trademark, privacy, and publicity rights; (iii) promotes discrimination, hatred or harm against any individual or group; (iv) is a direct and specific threat of violence to others; (v) is defamatory, obscene or pornographic; (vi) is furtherance to illegal activities; or (vii) is harassing, abusive, or constitutes spam.

ENFORCEMENT

We reserve the right, without undertaking any liabilities or obligations to indemnify you or any third party, to review any User Content, investigate, and/or take this applicable action against you in our sole discretion if you violate the law, the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, restricting your access to this Website and/or reporting you to law enforcement authorities.

ADVERTISEMENT

This Website may include advertisements, which may be targeted to the content or information on this Website, queries made through this Website, or other information. The types and extent of advertising by the Society on this Website is subject to change. In consideration for the Society granting you access to and use of this Website, you hereby acknowledge and agree that the Society, any of its third-party providers and partners may place or send you any form of advertisement (as defined below), on this Website or in connection with, or based on the display of content by you, or information from this Website whether submitted by you.

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THIRD PARTY SITES

The Website may contain links to third party websites and contents. Third Party Sites (which include but not limited to advertisements) are not under our control and we are not responsible for any advertisements, Third-Party Sites or any products or contents promoted in or on such advertisements and Third-Party Sites. This Website provides these advertisements and access to Third Party Sites only as a convenience and does not warrant or make any representations with respect to the advertisements and Third-Party Sites. Your use all the advertisements and Third-Party Sites, and the products and contents promoted in or on the advertisements and Third-Party Sites at your own risk. When you access a link to a Third-Party Site, you acknowledge and agree that you may be subjected to a separate terms and policies, or the applicable third party's terms and policies and you acknowledge and agree that you may be required to abide by those terms, including the third party's privacy practices and acceptable use policies.

You acknowledge and agree that you are responsible to make any investigation you feel necessary or this appropriate before proceeding with any transaction in connection with such advertisements and Third-Party Sites and your interactions with the advertisers and any third parties in respect of the advertisements and Third-Party Sites within or outside this Website is solely between you and such advertisers and third parties. You hereby acknowledge and agree that the Society will not be responsible for any direct and indirect loss or damage incurred as the result of such interactions.

You further acknowledge and agree that if there is any dispute between you and such advertisers and third parties, we are under no obligation to assist, mediate or otherwise responsible for such dispute and resolutions related thereto. In addition, we hereby reserve the right to restrict access to any advertisements and Third Party Sites, including the right to limit the number and type of advertisements that are delivered to you through this Website without providing any reason.

DISCLAIMERS

You acknowledge and agree that use of Website is entirely at your own risk. Website are provided 'as-is' and 'as available' and we (and our licensors, suppliers and agents) expressly disclaim any warranties and conditions of any kind including endorsements and undertakings, whether express or implied, in connection with Website and/or your use thereof, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy or completeness of Website and/or the Society's content or the content of any products or contents displayed, linked to, or integrated with Website (including, without limitation, any advertisements and third party sites' content), or non- infringement of intellectual property rights. We (and our licensors, suppliers and any third party) make no warranty that Website (a) will meet your requirements, (b) will be available on an uninterrupted, timely, secure, or error-free basis and without omissions, or (c) will be accurate, reliable, or secure.

We further disclaim that Website will be free of viruses, bugs, malware, adware, trojan horses or other harmful code which may be transmitted to or through Website by any third party, and we assume no liability or responsibility for personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Website, any unauthorised access to or

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use of Website, your ads account or our servers, and/or any and all personal information stored therein, any interruption or cessation of transmission to or from Website, any loss or damage to content or data (whether stored through Website or otherwise), or any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, imported, transmitted, distributed, or otherwise made available via Website. The Society does not warrant, endorse, guarantee or assume responsibility for any products, contents or opportunity advertised or offered by an advertiser or third party through website, or any hyperlinked or integrated Website or contents, and the Society will not be a party to or in any way be responsible for monitoring or enforcing any transaction between you and any third party (including any point of sale contents, advertisers or other third party which offers or attempts to take advantage of a deal or promotion through Website). No opinion, advice, or statement of the Society, whether made on this Website or otherwise, will create any warranty not expressly stated in this agreement.

You acknowledge and agree that you will be solely responsible for, and hereby waive, any and all claims and causes of action with respect to any damage to your device, or any other piece of hardware, software, equipment, or device installed on or used for this Website, and in connection with your device or any other device, software, computer system, internet access, or loss of data that results from downloading or otherwise obtaining information through the use of Website.

LIABILITY

In no event will we (and our licensors, suppliers and agents) be liable to you or any third party for loss or damages of any kind, including without limitation, any direct, indirect, consequential, exemplary, incidental, consequential, economic, special, or punitive damages regardless of the nature of the action, arising directly or indirectly, from or relating to this agreement or your use of, or inability to use Website, even if we have been advised of the possibility of such damages. Your sole and exclusive remedy against us is to discontinue your use of Website and by closing your account. These limitations shall apply to the fullest extent permitted by law. By registering any ads account or downloading, installing, accessing, or using Website, you understand that you are waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you hereby agree to release and forever discharge us, and our directors, officers, employees, representatives, agents, and suppliers, and its and their respective successors and assigns, and all other related persons or entities, from any and all manner of rights, claims, complaints, suits, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with your use of Website.

INDEMNITY

You agree to indemnify and hold us (and our officers, employees, suppliers, licensors and agents) harmless, including costs and attorneys' fees (on a solicitor-client basis), from and against any and all claims, actions, lawsuits, damages, obligations, complaints, demands, allegations, losses, liabilities, costs or debt, and expenses (including, but not limited to, legal fees on a solicitor-client basis) made by any third party due to or arising out of or in connection with, actual or alleged, (a) your use of this Website, (b) your User Content, (c) your violation

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of this Agreement, (d) your violation of any third party right including, intellectual property rights, trade secret, publicity or privacy rights, or (e) your violation of this applicable laws or regulations. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

WAIVER

You hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, your use of this Website and any interactions with, or act or omission of, the Society.

TERM AND TERMINATION

Subject to the terms herein, this Agreement will remain in full force and effect while you use this Website. We may (a) suspend your rights to use this Website or (b) vary or terminate this Website and/or terminate this Agreement, at any time for any reason at our sole discretion, including for any use of this Website in violation of this Agreement without prior notification. Upon termination of this agreement, your right to access and use this Website will be terminated immediately.

We will not have any liability whatsoever to you for any variation or termination of this Agreement and/or this Website, including for deletion of your User Content. Upon termination of this Agreement, the provisions of this Agreement which deals with termination and post-termination terms, rights and obligations shall survive and remain in effect (including terms by their very nature is meant to survive and remain in effect).

MODIFICATION

We reserve the right, at any time, to vary, modify, suspend, or discontinue this Website or any part thereof without notice. You hereby acknowledge and agree that the Society will not be liable to you or to any third party for any modification, suspension, or discontinuance of contents or any part thereof.

UPDATES AND CHANGES

From time to time, this Website may automatically download and install, or may prompt you to download and install updates from the Society. These updates are designed to improve, enhance and further develop this Website in the form of bug fixes, enhanced functions, new software modules and/or completely new versions. You agree to receive such updates (and permit the Society to deliver these to you) as part of your continued use of this Website. You understand that your refusal to download and install updates may cause your access to this

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Website to be disabled. You acknowledge and agree that the form, features and/or nature of this Website which we provide may change from time to time without prior notice to you. We may also cease or discontinue providing this Website, or support or upgrades for this Website, at any time. Such new features and/or contents shall be subject to the Terms. We may also introduce new contents, modify or eliminate existing contents, modules or features of this Website and your sole and exclusive remedy, and our sole liability, in connection with any such change, modification or elimination is to terminate your account with us. Your continued use of or access to this Website following the posting or distribution of any changes to the Agreement constitutes acceptance of those changes.

CHANGES OF TERMS OF USE

We reserve the right, at our sole discretion, to vary, revise, amend or update any part of the Agreement by posting the amended or updated Agreement on this Website. These changes will be effective immediately, unless otherwise stipulated therein. While we may attempt to notify you when major changes are made to the Agreement, you hereby acknowledge and agree that it is your sole responsibility to check the Agreement periodically for any changes. Continued use of this Website following the posting or notice of such changes will indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

THIRD PARTY TERMS

You agree that in addition to the Agreement, your use of the this Website is subject to the usage rules set forth in this any other third party platform, developer or distributor end user licensing agreements and/or terms and conditions by which you agree to be bound when you download this Website or otherwise access this Website.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and us regarding the use of this Website. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

HEADINGS AND TITLES

The section titles of this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation.

SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or the unenforceable provision will be modified so that it is valid and enforceable to the maximum extent permitted by law.

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DISCREPENCY

In the event of any discrepancy between any of the languages and/or translation of the Agreement, the English version shall prevail and take precedence in determining the spirit, intent and meaning of this Agreement.

ASSIGNMENT

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Society's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon assignees. We may assign or novate this Agreement to another entity upon or without notification via this Website, upon which this Agreement shall be between you and such assigned or novated entity.

SUCCESSORS BOUND

No term of this Agreement is enforceable by a person who is not a party to this Agreement. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

GOVERNING LAW

This Agreement is governed by the laws of Malaysia, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or this Website shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to.

ARBITRATION

In the event that the law of territory of which you reside in, or use this Website from, does not allow jurisdiction to be that of the courts of Malaysia or where judgment of a Malaysian court is unenforceable in such territory, any disputes shall be exclusively resolved by arbitration under the rules of the Asian International Arbitration Centre ("AIAC") in force as at the date of this application for arbitration ("**AIAC Rules**") and the AIAC Rules are hereby incorporated by reference into this Agreement. The arbitration shall be conducted before a sole arbitrator this appointed by the Chairman of AIAC. The seat, or legal place of arbitration, shall be Kuala Lumpur, Malaysia and the language of the arbitration shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation. The arbitration award rendered shall be in writing and shall set out the reasons for the arbitrator's decision. The award shall apportion the costs of the arbitration as the arbitrator deems fair and each party hereby acknowledge and agree that the arbitration award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. Without prejudice to the above provisions, either party may seek injunctive relief, including restraining orders and preliminary injunctions, in any court of competent jurisdiction, and either party may request that a court refers the proceedings to arbitration in accordance with this Agreement.