

TERMS OF USE FOR MAXIS eKELAS ONLINE LEARNING PORTAL AND MOBILE APPLICATION

Maxis eKelas online learning portal and mobile application ("**Online Services**") is developed and hosted by Maxis Broadband Sdn. Bhd. [Registration No.: 199201002549 (234053-D)] (collectively, "**Maxis**", "**our**", "**us**" or "**we**"). You acknowledge and agree that your access to the Maxis eKelas Online Services and/or use of Our Resources (as defined below) shall be governed by these Terms of Use together with Maxis Group Privacy Notice as set out at <https://www.maxis.com.my/en/privacy-notice/>; all of which shall form an integral part of full terms and conditions of the Maxis eKelas Online Services (collectively, the "**Terms and Conditions**").

By viewing, accessing and using the Maxis eKelas Online Services and/or using Our Resources, you agree that you have read and understood the Terms and Conditions and you agree to be bound by the Terms and Conditions herein stated.

1. USERS OF MAXIS EKELAS ONLINE SERVICES

- 1.1 You must be of legal age (above eighteen (18) years of age) to access and use the Maxis eKelas Online Services. However, children below eighteen (18) years may access and use the Maxis eKelas Online Services if enabled by a parent or legal guardian.
- 1.2 If you are a parent or legal guardian of a child below eighteen (18) years of age, you must consent to your child or each of your children's use and access of the Maxis eKelas Online Services by providing parental consent in the manner prescribed by Maxis as part of the account registration process, failing which you shall be subject to Clause 2.3 below. Maxis considers it the responsibility of the parent(s) or legal guardian(s) to monitor and track their child / children's use and access on the Maxis eKelas Online Services.

2. ACCOUNT REGISTRATION & MAINTENANCE

- 2.1 If you wish to access the Maxis eKelas Online Services, you are required to register an account with us and to complete your personal profile in the prescribed form.
- 2.2 Your access to the Maxis eKelas Online Services shall become effective only upon completing the account registration process. All personal details submitted on the Maxis eKelas Online Services must be accurate and complete and are subject to proof upon request by Maxis.
- 2.3 Maxis reserves its right, at any time, to verify the eligibility of the registered user and to disqualify any registered user for not complying with the Terms and Conditions, providing false or misleading information or tampering with the registration process. Maxis shall have sole and absolute discretion to terminate, suspend or otherwise deal with the registered user if incomplete, indecipherable, illegible, incorrect or fraudulent registrations which violates the Terms and Conditions are discovered.
- 2.4 Upon successful account registration, you will be informed of the necessary security measures which you must undertake to fully comply with when you access the Maxis eKelas Online Services either via the online learning portal or the mobile application.
- 2.5 Your access to the Maxis eKelas Online Services is not transferable to any third party without our express written consent. You expressly acknowledge that pursuant to the Computer Crimes Act 1997, any unauthorized use of the Maxis eKelas Online Services is a criminal offence and is punishable by law.

- 2.6 You are required to provide accurate and complete information to us and inform us immediately of any changes in any particulars or information given to us, including but not limited to any changes in address and/or contact particulars.
- 2.7 You may be required to enter your password every time you access the Maxis eKelas Online Services and/or Our Resources. You are responsible for maintaining the confidentiality of your password and/or user authentication and for restricting access to your electronic device(s), and you agree to accept responsibility and liabilities for all activities that occur under your password and/or user authentication, whether authorised by you or not. You undertake to observe all security measures prescribed by Maxis concerning your password or generally in respect of the access and use of the Maxis eKelas Online Services. Should you have any reason to believe that your password has been misused and/or compromised whether by theft, fraud or otherwise, you shall inform Maxis immediately after becoming aware of the same and you will proceed to change your password.
- 2.8 You shall keep Maxis fully indemnified against all loss or damage which Maxis suffers or may suffer in connection, whether directly or indirectly, with usage of your password whether by you or any third party, authorized or otherwise.
- 2.9 Maxis reserves the right to invalidate or suspend your password at any time without being obliged to offer you any explanation or prior notice. Maxis shall not be liable for any loss or damage which you may suffer as a result of such invalidation and/or suspension.
- 2.10 Maxis reserves the right to discontinue the password accessing system with respect to the Maxis eKelas Online Services at any time, without prior notice. Maxis shall not be liable for any loss or damage which you may suffer as a result of such discontinuation.

3. OUR RESOURCES

- 3.1 All content, information, resources, software, data, links, listings or other materials, including but not limited to texts, sounds, music, video, graphics, images, trade marks, logos, icons, audio clips and messages ("**Content**"), displayed, showcased or made available within the Maxis eKelas Online Services and/or during our Maxis eKelas Events (as defined hereunder) save and except for the Third-Party Content (as defined hereunder) belong solely or is licensed to Maxis ("**Our Resources**"). Our Resources are provided strictly on an "AS IS" and "AS AVAILABLE" basis and we expressly reserve the right to remove, substitute, add or in any way change Our Resources without any obligation to inform you.
- 3.2 All intellectual property rights in Our Resources are the exclusive property of Maxis, or our licensors. You may view and use Our Resources for personal and non-commercial purposes but will not acquire any right in any intellectual property rights by virtue of you using Our Resources.
- 3.3 You shall not under any circumstance duplicate, copy, reproduce, publish, distribute, transmit, display, broadcast, store, adapt, alter, modify, reverse engineer, decompile, disassemble Our Resources, and acknowledge that any such acts shall constitute an infringement of the intellectual property rights of Maxis and/or the respective owners or their licensors.
- 3.4 You may not frame or utilise framing techniques to enclose any of Our Resources without express consent. You may not use any meta tags or any other "hidden text" utilising names, logos or trademarks belonging to Maxis without express consent of Maxis.

4. THIRD PARTY CONTENT

- 4.1 Maxis is not responsible for any Content which you or other registered users transmit or make available within the Maxis eKelas Online Services or any Content of any third-party sites which may be found on the Maxis eKelas Online Services ("**Third-Party Content**"). The Third-Party Content are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement, authorisation or sponsorship by Maxis of such Third-Party Content. You access such Third-Party Content solely at your own risk. In no event will Maxis be liable to you or anyone for any damage arising from or occasioned using such Third-Party Content.
- 4.2 Maxis may refuse, remove, modify or deny access to any Third-Party Content, including without limitation such Third-Party Content that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any allegations in this regard.

5. YOUR CONTENT & PERMISSIONS

- 5.1 Any Content (including any intellectual property rights therein) that you post, submit or otherwise provide to us in the course of your access to the Maxis eKelas Online Services ("**Your Materials**") shall remain proprietary to you. You hereby grant us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Your Materials in any media and for any purposes which Maxis deems fit including but not limited to (i) administer your access to and use of the Maxis eKelas Online Services and/or Our Resources; (ii) assess, evaluate and improve the performance of Maxis eKelas Online Services and/or Our Resources; and/or (iii) perform data and statistical analytics.
- 5.2 You represent and warrant that you own or otherwise control all the rights to Your Materials that you post, Your Materials are accurate and do not violate these Terms and Conditions.
- 5.3 You further acknowledge and agree that we may disclose Your Materials to the extent that we are required to do so by any governmental authority, court or in compliance with applicable laws.
- 5.4 Maxis may from time to time organise physical events or host online events on the Maxis eKelas Online Services ("**Maxis eKelas Events**") during which your name, photograph and/or likeness, video, recording, testimonial or other media item (if any) ("**Media Items**") may be captured or obtained from you. You expressly grant permission to Maxis and its agencies the right to use your Media Items, in whole or in part and in any manner as Maxis may see fit, for purposes of advertising, editorial, promotional, marketing, trade and/or other purposes at Maxis' website, social media account, digital platforms and any other media outlets without further compensation and notice to you.
- 5.5 You hereby release Maxis, its directors, officers, employees, representatives, and agents from all claims and demands arising out of or in connection with any use of your Media Items and/or Your Materials including but not limited to claims for invasion of privacy, defamation and any other personal or proprietary rights. Any person who does not want to have their Media Items used, distributed or information disseminated must inform Maxis in writing of his/her intentions via email at ekelas@maxis.com.my.

6. YOUR OBLIGATIONS

- 6.1 You shall be solely responsible for the proper use of the Maxis eKelas Online Services and/or Our Resources.
- 6.2 You undertake and agree that:
- (a) your use of the Maxis eKelas Online Services and/or Our Resources will only be for lawful purposes and not for any purpose against public interest, public order or national harmony and is in accordance with the Terms and Conditions;
 - (b) by using the Maxis eKelas Online Services and/or Our Resources, you may be exposed to any Third-Party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal;
 - (c) you will not use the Maxis eKelas Online Services and/or Our Resources to publish defamatory, infringing, obscene or other unlawful material and post or transmit unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, privacy invading, sexual/racially offensive or otherwise objectionable material of any kind or nature;
 - (d) you will not use the Maxis eKelas Online Services and/or Our Resources to interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without due authorisation;
 - (e) you will not use the Maxis eKelas Online Services and/or Our Resources in a manner that results in distribution of viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or damaging programming routines which are designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment;
 - (f) you will not use the Maxis eKelas Online Services and/or Our Resources to transmit "junk mail", "spam", "chain letters", or unsolicited mass distribution of email, or for any commercial purposes;
 - (g) you will not use the Maxis eKelas Online Services and/or Our Resources to impersonate any other person or to create a false identity;
 - (h) you will not develop restricted password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - (i) you will not infringe or facilitate the infringement of any intellectual property rights of any person;
 - (j) you will notify Maxis immediately of any unauthorised use or any other breach of security;
 - (k) you will not engage in any activity, whether lawful or unlawful, which we solely determine, to be harmful to our customers, operations, reputation, good will or customers relation;
 - (l) you will not disrupt or undermine the security of the various networks and systems that are connected to the Maxis eKelas Online Services and/or Our Resources, or violate the regulations, policies, or procedures of such networks or systems. This may include any failure to update software use on your account or website that is known to be vulnerable to malicious activity or exploitation;
 - (m) to make or attempt any illegal or unauthorised access to any part or component of the Maxis eKelas Online Services, the network or any third party equipment, accounts, systems or networks to which you can connect through the Maxis eKelas Online Services and/or Our Resources directly or otherwise; or to carry out or attempt any activity that might be used as a precursor to an attempted system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on Maxis' or its service providers' servers or network;
 - (n) you will not use the Maxis eKelas Online Services and/or Our Resources for any fraudulent, illegal or improper purposes or activities or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to the Maxis eKelas Online Services and/or Our Resources or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, including advertising, facilitating, soliciting or otherwise engaging in ponzi

schemes, pyramid schemes, denial of service attacks, pinging and mailbombing, fraudulently charging credit cards or pirating software;

- (o) the Maxis eKelas Online Services and/or Our Resources involves access to, use of and exchange of information over the internet and you acknowledge that such access to, use of and exchange of information may not be secure. Maxis will not be liable to you if you suffer loss or damage as a result of the information not being secure;
- (p) you will comply with all applicable laws, rules and regulations and any instructions, notices, directions, requirements or restrictions which we may impose on the use of the Maxis eKelas Online Services

6.3 Unless specifically authorized by us in writing, you shall not share, rent, lease, offer or in any manner whatsoever give access to the Maxis eKelas Online Services and/or Our Resources or any part thereof to any person.

7. **NO WARRANTY AND DISCLAIMER**

7.1 We do NOT give any representation or warranty (express or implied) in respect of the Maxis eKelas Online Services and/or Our Resources, including but not limited to:

- (a) all warranties of safety, legality, merchantability, satisfaction, fitness for purpose, title, non-infringement and compatibility;
 - (b) the security, availability, accessibility, timeliness, error-free and uninterrupted use;
 - (c) the truth and accuracy of Our Resources or subsequent modifications thereto;
 - (d) the actions and omissions of users whether occurred on or outside the Maxis eKelas Online Services;
 - (e) any deletion, non-delivery or failure to store any user communications or personalised settings;
 - (f) the inability to use the Maxis eKelas Online Services or inability to receive any messages received or transactions entered through the Maxis eKelas Online Services;
 - (g) the accuracy and reliability of results obtained from the use of the Maxis eKelas Online Services and that any errors in the software will be corrected;
 - (h) any implied warranty arising from the course of dealing or trade; and
 - (i) any obligation, liability, right, claim in tort or otherwise whether or not arising from the negligence of Maxis;
- to the full extent permitted by law, Maxis disclaim any and all such warranties.

7.2 To the fullest extent permitted by law, we are not liable to you or any other person for:

- (i) any indirect, incidental, consequential, exemplary or punitive damages arising out of relating to the use or the inability to use the Maxis eKelas Online Services and/or Our Resources, including without limitation loss of profit or revenue or loss of opportunity, business, contracts, goodwill or anticipated savings or wasted expenditure;
- (ii) any claim for negligence, libel, defamation, slander, cyber terrorism, invasion of privacy, unlawful interference or other tortious actions, infringement of any intellectual property rights, breach of any law or regulation or any other cause of action arising from the use, transmission and/or receipt of material in connection with the Maxis eKelas Online Services, Our Resources and/or any claims arising out of any act or omission whether by you or any other third party in relation to the use of the Maxis eKelas Online Services, Our Resources or any part thereof;
- (iii) any loss or damage caused to you as a result of any suspension/barring/termination by us pursuant to the Terms and Conditions;
- (iv) any loss, distortion, interruption, corruption, damage, degradation, alteration, deletion or irretrievable data arising from the use of the Maxis eKelas Online Services and/or Our Resources to transmit data or for data communication purposes including any

unlawful or unauthorised access to your transmission or data (notwithstanding the cause of such unauthorised access) and we shall have no obligation to back up or manage the data or information;

- (v) any interruption or unavailability of the use of the Maxis eKelas Online Services or Our Resources for any reason whatsoever including through adverse weather conditions, electromagnetic interference, equipment failure or network congestion; and
- (vi) any malfunction or defect in your electronic device(s) and/or Your Materials arising out of your use, access or inability to use the same, whether we, our personnel and/or our suppliers were or should have been aware of the possibility of the same occurring.

7.3 We shall not be liable for any loss of data/information howsoever caused whether as a result of any interruption, suspension or termination of your access to the Maxis eKelas Online Services and/or Our Resources, or for the contents, accuracy or quality of applications and data/information available, received or transmitted through the Maxis eKelas Online Services and/or Our Resources.

7.4 We shall not be liable for any loss or damage sustained by you by reason of any disclosure, inadvertent or otherwise of any information, data or material stored on any of Our Resources. Neither shall we be liable for any error, omission or inaccuracy with respect to any such information disclosed.

7.5 Without prejudice to the foregoing, where a court or an arbitrator holds or finds Maxis and our respective personnel and/or suppliers liable to you for any breach or default, you agree that the amount of damages payable by Maxis and our respective personnel and/or suppliers to you will not at any time exceed the sum of RM500.00.

7.6 You undertake and agree to fully indemnify and hold us (including our respective officers, directors, employees, agents, advisors, successors and assigns) (collectively, "**Indemnitees**") harmless at all times against all actions, claims, proceedings, costs, losses and/or damages whatsoever including but not limited to libel, slander, infringement of intellectual property, death, bodily injury or property damage howsoever arising which we may sustain, incur or pay, or as the case may be, which may be brought or established against any Indemnitee by any person arising out of or in connection with your or your personnel, agents or representatives' use or access of the Maxis eKelas Online Services and/or Our Resources.

8. TERMINATING ACCESS

8.1 We may in our sole discretion suspend your access to the Maxis eKelas Online Resources and/or Our Resources or terminate such access at any time without notice to you.

8.2 Upon such suspension or termination for whatsoever reason, we may delete all data, files or other information that is stored in our respective systems.

9. MISCELLANEOUS

9.1 We are entitled, from time to time, to vary, add to or otherwise amend the Terms and Conditions and your continued access of the Maxis eKelas Online Services and/or Our Resources after the effective date of such amendments shall constitute your agreement to be bound by the terms and conditions as amended thereto.

9.2 We shall not be liable for any breach of the Terms and Conditions arising from causes beyond our control including but not limited to acts of God, insurrection, civil disorder, war or military

operations, national or local emergency, acts or omissions of government, other competent authority, industrial disputes of any kind (whether or not involving any of our employees), pandemic, epidemic, natural disaster, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom we are not responsible or any other cause outside of our control.

- 9.3 The Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. You agree to the exclusive jurisdiction of the courts of Malaysia in connection with any dispute arising hereto.