

Terms of Service

1. Introduction

MMG Assistance Services Sdn Bhd is a company registered in Malaysia and has a registered office address 12 One Tech Park, No 7, Tanjung Bandar Utama, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia. (hereinafter referred as **“MAS”**).

2. Definitions

In these Terms of Services:

“Member” means individual(s) who has been registered as a participating Member(s) of any services or other services in accordance to the Terms of Service and/or Terms and Conditions.

“Site” means the website owned and operated by MAS in relation to the Services and other services offered found at the www.Hot-Assist.com.

“User” means any person who is able to access the website owned and operated by MAS.

3. Entire Agreement

3.1 These terms of services shall apply to all services provided by MAS. These terms of service constitute the entire agreement between the member and MAS and supersede any and all preceding and contemporaneous agreements between us.

3.2 The member acknowledges that, in agreeing to these terms and conditions, neither the member nor MAS have relied on any representation, undertaking or promise given by the other or implied from anything said or written between the member and MAS prior to such terms of services, except as expressly stated in the terms of service.

4. Registration

4.1 A person who is the principal Member for the services and/or other services provided by MAS, must be at least 18 years of age.

4.2 Membership registration for the services and/or other services can be done via online registration on this Site and Membership will be confirmed upon receipt of Membership payment via the online payment mechanism.

4.3 Upon registering as a Member, the Member agrees to provide information about him/herself that is true, accurate, current and complete.

4.4 By registering as a Member, a Member is deemed to have agreed to the relevant Terms of Service and/or Terms and Conditions for each product/services.

4.5 MAS has the discretion to refuse the registration of any person as a Member without assigning any reasons whatsoever.

5. Termination of Membership

5.1 A Member's failure to adhere to the Terms of Service and/or Terms and Conditions provided in this Site may result in the termination of his/her Membership and where such termination of membership occurs no refunds shall be entertained.

6. User and/or Member's responsibilities

6.1 The User and/or Member shall use this Site at his/her own risk and use the Site and/or services responsibly.

6.2 The User and/or Member shall use the services in accordance with the terms and conditions of this Agreement and of any law at the material time in force in Malaysia including, but not limited to the Malaysian Communications and Multimedia Act 1998 and the Malaysian Communications and Multimedia Content Code.

6.3 A Member is responsible for the security of their User login ID and password and MAS shall not be responsible for the disclosure of the User login ID and password by the Member to a third party, whether the disclosure occurs with or without the intention or knowledge of the Member.

6.4 The User and/ or Member is forbidden from communicating any obscene, indecent, false, menacing or offensive communication in any manner or form on this Site, which includes via e-mail.

6.5 The User and/or Member is prohibited from committing the following :

- i. Shall not upload/download any material which infringes the intellectual property rights of any third party including copyright, patent,

trade mark, trade name, designs, trade secret, confidential information, know-how, goodwill, rights of privacy or publicity or other proprietary rights or rights of publicity or privacy of any third party;

ii. Shall not provide and/or cause to be provided information which is false, inaccurate, misleading, defamatory or in violation of any applicable law, statute, ordinance or regulations;

iii. Shall not transmit data which contains any computer viruses and/or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

7. Rights

7.1 MAS reserves the right to amend the privacy policies and applicable, refund policies and these terms and conditions at any time without prior notification to the Members. Members are advised to check this Site from time to time to confirm and verify updates or any amendments made to the privacy policies, refund policies and the terms and conditions herein.

7.2 MAS reserves the right to vary, terminate or withdraw its services or any privileges provided by MAS without prior notification to Members.

7.3 MAS has the discretion to remove any or all Members from the usage of its services and/or any other services provided by MAS at any time.

7.4 MAS shall not be responsible for any failure or delay caused by a third party to provide/ execute any reward/privileges/benefits the Member is entitled to receive under the services provided by MAS.

7.5 MAS has the rights to block or preventing a Member from accessing his/her account, if MAS believes that the Member or a third party has committed any fraud or misconduct in regards to the services provided.

7.6 MAS may at any time, transfer all of its rights and obligations under this Terms of Service and/or Terms and Conditions provided in this Site to any party without the consent of the Member.

7.7 Pursuant to clauses 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6, MAS is not responsible/ liable for any inconvenience/ hardship/damage suffered by a Member whatsoever.

7.8 Pursuant to clause 6.5 above, MAS may disclose and transfer all or any information and data which MAS holds or which resided in the system

of MAS in relation to the Members and all transactions made by Members, including purchase and redemption transactions to the new transferee.

7.9 MAS reserves the rights to withdraw any Products from this site at any time and/or remove or edit any materials or content on this Site.

7.10 MAS has the rights to refuse process of all orders/purchase after MAS have sent an order confirmation, which MAS reserves the rights to process such order/purchase at any time, at its sole discretion.

8. Notices

8.1 Notification of any matter in relation to the Services and/or any other services provided by MAS shall be deemed to be given to Members if it is made via :

- i. A posting on this Site;
- ii. An email to the Members who have provided email addresses to MAS;
- iii. By publication in a newspaper;
- iv. By ordinary post to the last known address of Members appearing in MAS's record.

8.2 Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

8.3 Notices given by post shall be deemed to have been served with two (2) business days of being posted to the recipients address within Malaysia.

8.4 Any notice given by email shall be deemed to have been served within two (2) business days of the email being sent.

8.5 In proving such service, it shall be sufficient to prove that the letter or email was properly addressed and, as the case maybe, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

9. Price and Payment

9.1 If there is an error in the price of any Products which the Member or user have ordered/ purchased MAS will inform the Member or User of this discovery as soon as possible and give the Member or User the option of reconfirming their order/purchase at the correct price or cancelling it.

9.2 If MAS is unable to contact the Member or User, in relation to clause 9.1 above, MAS will treat the Order as cancelled.

9.3 If MAS cancels any order and the payment for such order has been made by the Member/User, the payment sum made by the Member/User will be refunded by MAS.

10. Intellectual Property Rights

10.1 All content included in or made available through this Site such as text, graphics, logos, button icons, images, audio clips, digital downloads, campaign titles and data compilation is the property of MAS or its content suppliers and is protected by copyright laws and treaties around the world.

10.2 All such rights mentioned in clause 1 above are reserved by MAS and its licensors.

10.3 The User and/or the Member is not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to the User and/or the Member or which appears on this Site nor may the User and/or the Member use any such content in connection with any business or commercial enterprise.

10.4 Graphics, logos, page headers, button icons, scripts, and service names included in or made available through this Site are trademarks of MAS in Malaysia and other countries.

10.5 MAS's trademarks shall not be used in connection with any products or services that are not provided by MAS, in any manner that is likely to cause confusion among customers/potential customers, or in any manner that disparages or discredits MAS.

10.6 Trademarks not owned by MAS that appear on this Site are the property of the respective owners.

10.7 The User and/or the Member is prohibited from using any part of the content from this Site for commercial purposes without obtaining a license to do so from MAS or MAS's licensors.

10.8 The User and/or the Member is prohibited from modifying, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by MAS or its licensors.

10.9 MAS has the rights to commence legal action against any party(ies) whom infringed its intellectual property rights.

11. Waiver and Disclaimer of Liability

11.1 MAS shall not be responsible/ liable where :

- i. There is no breach of legal duty of care owed to such Member by MAS or by any of MAS's employees, staffs, authorized personnel or agents; or
- ii. Any loss or damage occurred is not a reasonably foreseeable result of any such breach at the time MAS enters into this agreement with such Member, or
- iii. any loss or damage resulting from breach by such Member of its services.
- iv. failure to arrange for transfer of funds, failure to assist if a Member suffers card loss when travelling abroad and failure to assist in procuring taxi services to certain countries or area of remote geographical locations due to the conditions that are beyond MAS's control.
- v. The content displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, MAS and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Site and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

11.2 Forbearance, delay or failure of MAS to exercise any power or rights under the Terms of Service and/or Terms and Conditions does not waive that power or right.

12. Force Majeure

12.1 MAS shall not be held liable to the User and/or Member by reason of any delay in performing or any failure to perform any of MAS's obligations if the delay or failure was due to any cause beyond MAS's reasonable control as follows:

- i. Act of god, explosion, flood, tempest, fire or accident;
- ii. War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- iii. Acts of restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- iv. Interruption of traffic, strikes, lock-outs, other industrial action or trade disputes (whether involving employees of MAS or of a third party).

13. Severability

13.1 If any clause in this Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long this Terms of Service and/or Terms and Conditions provided in this Site shall be capable of continuing in effect without the unenforceable term.

14. Governing Law and Jurisdiction

14.1 The Terms and Conditions, together with all our policies and procedures, are governed by and construed in accordance with the Malaysian Law. In the event of dispute, the Malaysian Courts shall have jurisdiction.

15. Indemnity

15.1 The Member agrees to indemnify, defend, hold harmless, MAS (including its officers, directors, agents, affiliates, licensors and suppliers), from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from the members use/ any other person using your account of this Site or your breach of the Terms and Conditions.

16. Data Protection Notice/Privacy Policy

16.1 The MAS services' Data Protection Notice / Privacy Policy can be viewed by visiting the Site.

17. User Comments, Feedback, & Other Submissions

17.1 All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Site on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site shall be and remain the property of MAS. Such disclosure, submission or offer of any comments shall constitute an assignment to MAS of all worldwide rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any comments. Thus MAS, will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any comments.

17.2 MAS shall be under no obligation :

- i. to maintain any Comments in confidence;
- ii. to pay to user any compensation for any comments; or
- iii. to respond to any User Comments

18. Disclaimer

This site and the materials and products in this site are provided "as is" and without warranties of any kind, whether express or implied. to the fullest extent permissible pursuant to applicable law, MAS disclaims warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. MAS does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. qteenstore.com does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. The above limitations may not apply to the Member/User.

19. Limitation of Liability

MAS shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if MAS has been advised of the possibility of damages. applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

I have read, agreed and accept the Terms of Service.