



TERMS OF USE

1. Acceptance and Applicability

In these terms and conditions, the expressions “Our”, “Us” or “We” are reference to “**MONSTA ASIA**” operated by **GoMonsta Asia Sdn Bhd (Company Registration Number 1356978-X.)**

The terms and conditions set out herein (“**Agreement**”) is effective as of **24 June 2020**.

We currently operate only in Malaysia and our platform is not available in jurisdiction outside of Malaysia. This Agreement shall apply to registered users (“**Members**”) and unregistered users (“**Visitors**”) residing in Malaysia.

By accessing, clicking “Sign Up” (or its equivalent), or using our Website, you are agreeing to enter into a legally binding contract with **MONSTA ASIA**, either in your personal capacity or on behalf of a company. If you do not accept this Agreement, please refrain from accessing or using our Website, or registering an account with us.

In addition to these terms and conditions, any corporate profiling, employer branding activities, talent profiling, leadership empowerment, career development, talent acquisition or related activities, campaigns, events, experiences, recordings, offers, promotions, plans, products and/or services made available through **MONSTA ASIA**, whether online or offline, are subject to additional terms and conditions, or guidelines which may be posted or communicated by us from time to time. Those additional terms and conditions, or guidelines in respect of such activities, campaigns, events, experiences, recordings, offers, promotions, plans, products and/or services will supplement and form an integral part of this Agreement, unless stipulated otherwise.

2. Amendments

We reserve the right to amend this Agreement from time to time by posting a notification and the amended version on our Website. The amended Agreement will be effective immediately upon notification. You are responsible for ensuring that you read, understand and be familiar with the latest Agreement. Your continued access or use of the Website after such notification will signify your agreement to be bound by the amended terms and conditions.

3. Registration

3.1 Visitors and Users

There is no requirement to register an account with **MONSTA ASIA**. We do not charge a fee to register an account with us but we offer various subscription plans which may be subject to differing conditions, prices, policies and limitations. Should you choose not to register, you may access our Website for browsing purposes only or experience limited features as a Visitor. To enjoy our profiling & interactive features, you

may sign up a Member's account for a plan that suits your needs or requirements. The membership is non-transferable.

If you are a student, you may register an account by accessing the Student Portal to submit your details in the manner described on the Website.

If you are a representative / administrator of a company, you may register an account by accessing the Company Portal to submit your company's details in the manner described on the Website.

3.2 Eligibility

If you are a student, to register as a Member –

- (a) You must be 18 years old or above. For students below the age of 18, we advise that parental consent should be obtained in using our platform and/or services.
- (b) You agree that you will only have one **MONSTA ASIA** account, which must be in your real name and you are not already restricted from using our Website or services.

If you are a Body Corporate, to register as a Member –

- (a) You must submit relevant documents (e.g. mandate, authorization letter or company's resolution etc.) to show that you have been authorized to register an account on our platform.
- (b) You agree that you will only have one **MONSTA ASIA** account, which must be in your real name and you are not already restricted from using our Website or services.

"Body Corporate" includes private companies limited by shares, public companies limited by shares, registered societies, partnerships, limited liability partnerships and any other corporate entity incorporated and registered with the relevant authority in Malaysia

You agree to ensure that your registration details are true and accurate at all times. An account created with false information is a breach of this Agreement.

4. Members Account

4.1 User ID & Password

Upon registration, you will be allocated with a specific access code ("**User ID**") unique to your account and will be asked to create a password for security purposes.

As a Member, your account is personal to you (in the case of a company, the registered account shall be personal to the company). You shall safeguard your own User ID and password at all times, as you shall be solely responsible for all activities that occur under your account. You may change your password as and when you like by following the instructions described on the Website.

In the event of an unauthorized use of your account or a suspected security breach, you may contact our support team at monstaasia@gmail.com. We shall not be held accountable for your losses caused by unauthorized use or security breach of your account.

4.2 Membership Options

There are a number of ways to participate in programs, services or features offered through **MONSTA ASIA**. The membership options vary depending on whether you are participating as a student or a company, and

may be subject to different conditions, prices (e.g. one-off fee / monthly subscription / non-subscription purchases), policies and limitations. The details of membership options will be displayed on our Website. For certain membership options you choose and purchase, you may be provided with allocated credits to be used solely on our platform.

4.3 Use of Credits & Points

Credits & Points (collectively, “Credits”) have no cash value or any other value outside of our platform and are not redeemable for cash. These Credits do not operate or serve as electronic money in any way. You may not transfer, trade, give or otherwise exchange these Credits with any party. If you have any questions about how you may use your Credits, please contact us. The types of activities you may engage in during your membership will depend on the number of Credits required for the particular program you have selected. The number of Credits required to enjoy our profiling & interactive features shall be determined at our sole discretion.

4.4 Account Closure

You may close your account at any time by contacting our support team at monstaasia@gmail.com.

Additional provisions relating to termination are set out in the ensuing Paragraph 17 below.

5. Subscription and Purchases

5.1 Pricing

Unless expressly stipulated in this Agreement or unless you are otherwise notified on our Website prior to performing certain actions on the Website, we do not charge payment of fees. Where payment is required, we would charge based on the fee or sales as set out at our Website.

You authorize us to charge you any payment in connection with your membership options including any tax, if any, based on the payment method you have selected. You may edit your payment information by logging into our website and editing your account settings.

5.2 Price Change

We reserve the right to adjust pricing at any time as we may deem appropriate. Any adjustment to pricing shall take effect upon reasonable notification in advance.

5.3 Refund & Cancellation

Our fees under certain subscriptions or plans are generally non-refundable unless we specifically communicated otherwise at the time of purchase. Unless communicated otherwise, you may cancel the subscription or plans at any time by appropriate notice.

6. Representations & Warranties

By using the Website or participating in our activities/events, you represent, warrant and undertake that:

- (a) You have the right, authority and capacity to accept and abide by the terms and conditions under this Agreement;
- (b) You have provided true, current and complete information in your dealings with us (including when setting up an account), and will promptly update any information as required so that the information remains true, current and complete;

- (c) In the event you provide content to be displayed on the Website (either by your own postings or through us):
- i. You will be responsible for all aspects of the production of the content;
 - ii. You will ensure that your content is not misleading;
 - iii. Your content is not fraudulent, defamatory, unlawful, offensive, threatening, harassing, obscene or ethically objectionable and does not infringe intellectual property rights, confidentiality rights, or privacy rights of any person;
 - iv. You have procured on behalf on yourself and us all proper licenses, approvals, clearances, permissions, and releases (whether in writing or any other form of record) so that your content can be distributed or published on our Website to our users;
 - v. You can control how the content and information you have posted on our website is shared through your privacy settings. When you enable your profile to be searched, it means that you are allowing other users to access and use that information and to associate it with you;
 - vi. You give us permission to use and display your name, profile picture, image, audio recordings, general content and information. This means, for example, that you permit other users to pay us to view or use your details without any compensation to you if you have enabled your profile to be searched; and
 - vii. You acknowledge our right to take down, remove or otherwise delete any of your content for any reason.

7. License to Access

We grant you a non-exclusive, revocable license to use the Website as set forth in this Agreement, provided that:

- (a) You will not act in a way, or use or introduce anything (including any virus, worm, Trojan Horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the website, or damage or may otherwise attempt to damage or interfere with the Website;
- (b) You will neither collect or harvest any information or personally identifiable data (including but not limited to names and account information) from the Website or our database, nor use the communication systems provided by the Website for any commercial solicitation purposes without our prior written consent;
- (c) You will not alter or modify any part of the Website; and
- (d) You will not copy, disseminate or make derivative works of the Website in any medium or establish a link to our website without our prior written consent.

8. Information Service

All information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the time the information was derived.

We do not make any representation or warranty that the information provided on the Website or offline platform are complete, reliable and accurate in their entirety. You should make you own inquiries and seek relevant

advice from relevant industry professionals before acting on the information or materials disseminated pursuant to our information service.

9. Disclaimers

We do not accept responsibility as to the reliability, timeliness, availability, quality, accuracy or completeness of in connection with your use of this Website, our platforms (including offline features) or any linked website. We offer no warranty in relation to the distribution, or the nature and extent of distribution, of your content and information to our users or Members.

To the extent permitted by law, we have no liability or responsibility to you or any other person for any loss in connection with:

- (a) The Website being unavailable (in whole or in part) or performing slowly;
- (b) Any error in, or omission from, any information made available through the Website;
- (c) Any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. For the avoidance of doubt, you are responsible for ensuring that the process by which you access and use the website protects you from this; and
- (d) Any site linked from the Website. Any link on the Website to other websites do not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

10. Intellectual Property Rights

“Intellectual Property Rights” shall mean all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to any business names, computer software, confidential information, copyright, designs, domain names, inventions, know-how, patents, logos, trademarks, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

We reserve all of our Intellectual Property Rights in our Website. Using our Website does not give you ownership of any content or information made available on through our Website.

All Intellectual Property Rights belonging to one party used in connection with our features, activities or services or through our Website shall remain as the exclusive property of their respective owners. Unless expressly provided in this Agreement or with prior consent of the relevant parties, no users shall cause any unauthorized or unlawful use of Intellectual Property Rights.

For Members, whilst you retain all ownership in your own content, information and Intellectual Property rights, you agree to grant us a non-exclusive, transferable, sub-licensable, royalty-free license to link, read, use, reproduce, distribute, publish, reformat, translate and alter the content and information you have uploaded on our Website.

If the materials are no longer needed for the performance their intended purpose or at the requests of the disclosing party, we shall return the disclosing party’s materials and deleted or destroyed any copies contained in the systems or equipment under our control.

Unless agreed otherwise between the relevant parties and **MONSTA ASIA**, any derivatives, exploitation or enhancements to the materials or Intellectual Property Rights created solely for use in connection with our platform, campaign, activities and events (whether online or offline) shall become our property.

11. Privacy Policy

For your rights on personal data protection, please refer to our Privacy Policy at [this page \[insert link\]](#).

12. Cookies Policy

We use cookies and other technologies to ensure everyone who uses **MONSTA ASIA** has the best possible experience. Cookies also help us keep your account safe. By continuing to visit or use our services, you are agreeing to the use of cookies and similar technologies.

13. Confidentiality

You shall hold in strict confidence all information and data relating to us and our services, business affairs, marketing and promotional plans, other operational matters which are:

- (a) created in the course of this Agreement;
- (b) disclosed to you by us; or
- (c) directly/indirectly acquired by you from us or our affiliated companies.

You may not disclose any such information to any third party or use it for such other purposes without our prior written consent, unless disclosure of such information is necessary for the proper discharge of either Parties' rights or obligations under this Agreement and in law.

The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which any Party receives from a third party independently entitled to disclose it or which the Party is required by law or regulatory authority to disclose.

The confidentiality undertakings herein provided shall survive any termination whether herein envisaged in this Agreement or otherwise.

14. Limitation of Liability

To the extent permitted under Malaysian law, we shall not be liable to you or anyone for any direct, indirect, punitive, economic, future, special, exemplary, incidental, consequential or other form of damages or losses of any time or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage).

15. Indemnity

You shall indemnify us and our affiliates, officers, employees, licensors, agents, representatives and third party providers (each an "**Indemnified Party**") from and against all losses to which such Indemnified Party may suffer or incur as a result of any default, failure, omission, misconduct, negligence or breach in the performance of this Agreement on the part of the defaulting/indemnifying Party. We are entitled to defend any claim otherwise

subject to indemnification by you and in such case, you further agree to provide full cooperation as reasonably required.

The indemnity herein shall survive the termination or expiry of this Agreement.

16. Force Majeure

We are not responsible for failures or delays in performance resulting from force majeure events which include the acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures and outage, earthquakes or other disasters.

17. Termination

17.1 Right to Terminate

You are free to terminate this Agreement at any time by deleting your account.

We reserve the right to terminate this Agreement and delete your account in the event we discover there has been a breach of this Agreement or other additional terms and conditions agreed between us. We will give you prior notice of such termination/deletion, although we may delete your account without notice if we reasonably believe that your use of our Website could in any way compromise, or may compromise, the website, or damage or may otherwise attempt to damage or interfere with the Website.

17.2 Effect of Termination

Upon the termination of this Agreement, your right to use the Website is automatically revoked, and your account will be closed. We shall immediately be relieved from all further obligations under this Agreement.

Any subscription fees or credits you have paid for shall not be refunded unless we had specifically communicated otherwise prior to the termination of this Agreement.

Unless agreed otherwise, any Intellectual Property Rights that belongs to you shall be deleted from our database or removed from our Website.

To the extent permitted under the applicable laws, we shall not be liable for any consequential loss or damages (such as loss of profit, loss of future contracts, loss of opportunities) arising from the termination of this Agreement.

17.3 Right to Suspend

We reserve the right to suspend your account for any reason. We will give you notice of such suspension, and explain any options you will have to request a review of the suspension.

17.4 Effect of Suspension

Upon suspension of your account, your right to use the Website will be temporarily revoked although your account will not be closed/terminated. We may proceed to delete your account when we discover or determined a breach of or failure to perform this Agreement (or any additional terms and conditions agreed between us) on your part has occurred, or if suspension is necessary to facilitate investigations, or if we reasonably believe that your use of our Website could in any way compromise, or may compromise, the website, or damage or may otherwise attempt to damage or interfere with the Website. In the event of such termination, paragraph 17.2 will apply.

Unless agreed otherwise, we will not be liable for and loss or damaged (including loss of opportunity) resulting from the suspension of your account.

17.5 Dormant Account

An account is deemed to be dormant if the account has not been logged into or activated for more than one year. In the event your account becomes dormant, we will send a notification to your registered email address to remind you to login to your account.

We reserve the right to terminate this Agreement and your account will be closed/deleted without further reference you if you do not login to your account within one month from the date of our notification. In the event of such termination, paragraph 17.2 will apply.

18. Waiver

No failure or delay on the part of a Party in exercising any rights or remedies under this Agreement at any time or for any period of time nor any knowledge or acquiescence by a Party of, or in, breach of any provision of this Agreement shall operate as or be deemed to be a waiver thereof nor shall a waiver by that Party of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

19. Governing Law

This Agreement shall be construed and governed in accordance with the laws of Malaysia. You agree to submit to the exclusive jurisdiction of the courts of Malaysia.

20. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under any law, such unenforceability, illegality or invalidity shall not affect or impair any other provisions of this Agreement and this Agreement shall then be construed, interpreted and applied so as to produce as nearly as may be the legal, economic and commercial result intended by the Parties. In any such instance, the Parties shall work together in good faith to make such alternative arrangement(s) or change such term(s) as may be legally permissible to carry out as nearly as practicable the original terms and intent of the Agreement.

21. Survival

The termination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to survive, operate or have effect thereafter.

22. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in connection with the subject matter herein and replaces and supersedes all previous proposals, quotations and agreements pertaining to the subject matter of this Agreement, whether written or oral.

Notwithstanding this Clause, the parties may enter into any supplemental or separate (oral or written) agreement that are deemed appropriate (including but not limited to non-disclosure agreement, rights assignment agreement).

23. Assignability

These rights and responsibilities under Agreement are not assignable to any other party.

24. Relationship

Nothing in this Agreement shall constitute or deemed to constitute a partnership between the parties and nor shall this Agreement be construed to constitute any party as the agent of the other party or employer-employee relationship.

25. Contact

If you have any questions or need assistance, please contact our Support Team at monstaasia@gmail.com

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