

Marketplace Terms Of Use

INNOVIX CLOUD PARTNER AGREEMENT

This Innovix Cloud Partner Agreement (together with the Terms of Use and Privacy Policy) (“the Agreement”) includes the terms and conditions that govern your agreement with Tec D Distribution (Malaysia) Sdn Bhd. (*previously known as* Innovix Distribution Sdn Bhd.) (“Tec D”) and any order you submit in this portal. This Agreement shall begin as soon as you accept this Agreement online.

NOW IT IS HEREBY AGREED as follows:

1. Definition

No.	Terms	Definitions
1.1	“Customer”	means any legal entity within the Territory that acquires Products for use as end user and not for distribution or resale.
1.2	“Customer Agreement”	means an end user agreement, terms and conditions and/or policy that is used to grant a right to access or use the applicable Products to Customer including but not limited to any product terms.
1.3	“Customer Data”	means all the name, details and data of the Customer, including all text, sound, video, or image files, and software, that are provided to Tec D or Partner by, or on behalf of, Customer through use of the Innovix Cloud.
1.4	“Vendor”	means the supplier who market its Products through Innovix Cloud.
1.5	“Confidential Information”	means all information of any kind, whether in printed or electronic format or orally disclosed, submitted or disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), at any time, for the purposes relating to this Agreement.
1.6	“Innovix Cloud”	means Innovix’s cloud portal and cloud based control panel for Partners by providing a tool for the management of the resale and cloud product from ordering and provisioning to billing.
1.7	“Account Login”	means an account user identification (ID) and a password of the Partner as user of the Innovix Cloud.
1.8	“Products”	means any product and services offered in Innovix Cloud.
1.9	“Partner”	means the undertaking which is granted access to Innovix Cloud for the purpose of ordering Products for Customer and for the management of product subscriptions and consumptions.
1.10	“Territory”	means Malaysia.
1.11	“You” and “Your” or “Partner” or “Partners”	refers to the entity that has entered into this Agreement with Tec D.

2. **SCOPE, APPOINTMENT, PRODUCTS AND INNOVIX CLOUD PORTAL AND SUPPORT OR OTHER SERVICES**

2.1 **Scope and Appointment.** The Partner is appointed as a non-exclusive Partner subject to this Agreement to market, sell, or incorporate for resale the Products to the Customers in the Territory through Innovix Cloud. Tec D may provide any Products directly to Customers and authorize other Partners to do so whether through the Innovix Cloud Portal or any other channels.

The Products in the Innovix Cloud may vary in the forms below:

2.2 **Subscription-based model Product** – A purchase by a Customer based on a fixed monthly subscription with fixed unit price for 12 months from the start date of the subscription.; and/or

2.3 **Consumption-based model Product** – A product charged monthly based on actual usage and the price stated in Innovix Cloud on the date of the invoice.

2.4 **Change of Products and Innovix Cloud.** Tec D or Vendor may introduce new Product, or remove existing Products features and functionality and/or release new version of the Products from time to time with reasonable notice to Partner including revision of the features and functionality of the Innovix Cloud as part of the improvements or other necessary changes to the Innovix Cloud. Tec D may update the Product description and/or to remove the Product from the Innovix Cloud from time to time without notice to Partner.

2.5 **Support or Other Services.** Partner may provide support services to Customers for Products it resells and will include this requirement in its agreement with its Customers. Partner, if required, shall provide Customer support for Products on continuous basis. Partner shall refer all Customers' queries to Tec D for all operational or technical support questions related to the Products.

3. **REGISTRATION, ORDERS, AND INFORMATION**

3.1. **Registration.** An Account Login will be provided to the Partner, to access to the Innovix Cloud upon successful credit checks by Tec D. Partner is responsible for maintaining the confidentiality and for all activities arising out of the use of any such Account Login. If the Partner suspects that any unauthorized third party may have obtained Account Login, Partner shall inform Tec D immediately. Tec D will have no responsibility for damage caused to the Partner by any third party using the Partner's Account Login regardless of whether it was provided intentionally by the Partner or through negligence, and regardless of whether Tec D knew or should have known of such use. During the registration process for Innovix Cloud, Partner will provide certain information, including contact information, business qualifications (if applicable) and any other information required by Tec D. Partner represents and warrants that (a) all information provided during the registration process is accurate and complete; (b) Partner has the legal capacity to use and place an order the Product; and (c) if registering on behalf of an entity or organization, Partner is an authorized representative of such entity or organization with the authority to legally bind such entity or organization. Partner acknowledges that Tec D has the right to access to all of the Customer Data.

3.2 **Orders.** Once an order by the Partner is made, Partner shall ensure that the Customer Agreement has been accepted, and to pay for all orders it submits. Any orders received from Partner through the Innovix Cloud shall be deemed to have been authorized by both Partner and Customer. An order shall be processed upon Tec D receiving all required information.

4. **PRICE, DELIVERY,**

4.1 The price of the Product shall be subject to change from time to time with a reasonable period of notice provided to the Partner. It shall be responsibility of Partner to check the pricing of the Products on regular basis in the Innovix Cloud and Tec D shall have no liability for any price wrongly quoted by the Partner to the Customer.

4.2 **Delivery.** Upon Customer acceptance of the Customer Agreement and the supply of necessary information, the order will be provisioned and activation will follow.

5. **BILLING & PAYMENT**

5.1. Tec D will issue invoice to the Partner on a monthly basis or upon completion of a service delivery. All parties acknowledge that the usage or details stated in the invoice shall constitute the undisputed evidence of the purchase or usage of the Products.

5.2. All invoices will be due and payable to Tec D according to the credit term stipulated in the invoice regardless whether Partner has received payment from its Customers. In the event that a change occurs in governmental laws and regulations concerning taxes and duties payable in respect of the Products herein, the Partner shall pay Tec D any increase in the said taxes and duties if required for the purpose of compliance of such laws and regulations. The Partner's failure to pay any invoice shall constitute a material breach of this Agreement.

6. **PARTNER'S OBLIGATION**

6.1 **Customer Agreement.** All use of the Products by Customer is subject to the Customer Agreement. Partner shall be responsible to procure the Customer to enter and accept the Customer Agreement at or before renewal of the subscription or consumption of the Products as the condition to their use of the Products. Notwithstanding the foregoing, Partner acknowledges that Tec D and Vendor may have the right to accept or reject any proposed Customer at its discretion. Partner shall be liable for any costs and damages incurred by Tec D and/or Vendor if Customer does not accept the terms of the Customer Agreement.

6.2 **Cooperation.** Partner shall comply with all of Tec D's reasonable requests made in connection with the provision of services to Customer hereunder. Tec D's performance of its obligation hereunder is subject to (a) delays due to unanticipated Partner or Customer requests, complications with systems, programs, accounts and data, and other unforeseen circumstances beyond the reasonable control of Tec D; (b) Partner's and Customer's cooperation (including the cooperation of third parties under such Partner's or Customer's control) with Tec D, as well as (c) Partner's and Customer's compliance with this Agreement, Customer Agreement and other terms and conditions (including but not limited to terms and conditions of the Vendor imposed against the Partner and Tec D shall have no liability whatsoever for any delays, deficiencies or failures that occur in the performance of its obligations as a result of Partner's or Customer's failure to cooperate.

6.3 **Compliance with Laws.** Partner will obtain all registrations, licenses, approval and permits required to perform its obligations. Partner undertakes to comply with all applicable laws, rules, regulations and orders relating to its performance including, without limitation (a) those concerning the exporting, importing and re-exporting of Products and the protection of privacy and personal data; and (b) laws against bribery, corruption, inaccurate books and records, inadequate control and money laundering, including but not limited to U.S. Foreign Corrupt Practices Act and UK Bribery Act 2010.

6.4 **Customer Requirements.** In connection with each Customer engagement, Partner has obtained and will maintain all required consents and authorizations from Customer. Partner represents and warrants that (a) it is authorized by each Customer to share such Customer Data and other information with Tec D or Vendor; and (b) that each Customer has agreed to receive communications from Tec D or Vendor (via email or other means) regarding the Product. Tec D bears no liability or responsibility if Customers cannot access or receive the Products due to a failure to meet these minimum requirements.

6.5 **Violation and Unauthorized Use.** Partner will promptly notify Tec D in writing of any known, suspected violations or unauthorized use of the Innovix Cloud, breach of this Agreement or breach of the Customer Agreement. Partner shall take all remedial steps including to terminate such violation or unauthorized use.

7. **WARRANTY**

7.1 **Product Warranties.** Partner's instructions to Customers on the use of Products must be consistent with the Vendor's written warranty document ("Vendor Warranty"), its online services terms, and the Customer Agreement. Unless required by applicable laws, Partner gives no express warranties, representations or conditions in relation to the Product to Customer.

7.2 **Tec D's Warranties.** To the maximum extent permitted by applicable law, the Products and Innovix Cloud are provided "as is" basis, with all faults and without warranty of any kind, and Tec D hereby disclaims all warranties and conditions with respect to the Products and Innovix Cloud either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy and of non-

infringement of third-party rights or condition of title. Tec D does not warrant that the functions contained in the Products and Innovix Cloud will meet the Partner or Customer's requirements, and that the operation of the Product and Innovix Cloud will be uninterrupted or error-free, free of viruses or other harmful components, or that the Customer Data will not be lost or damaged.

8. **INDEMNIFICATION**

8.1 **Partner's indemnification.** Partner will defend, indemnify and hold harmless Tec D, Vendor and their directors, officers, employees, contractors, agents, successors and assigns or Vendor (collectively, the "Indemnitees") from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees and disbursements) (collectively, "Liabilities") resulting from any claim (including third party claims), suit, action, or proceeding against any Indemnitees, whether successful or not, (a) resulting from or breach of the Agreement; (b) breach of any statement, representation, warranty, contractual obligation or other commitment made by Partner's which is inconsistent with or not provided the terms of the Agreement, the Vendor Warranty or the Customer Agreement; and/or (c) the gross negligence or willful misconduct of Partner or its Customer.

8.2 **Tec D's Indemnification.** Tec D will defend, indemnify and hold harmless Partner from and against any and all actual suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees) (collectively, "Liabilities") resulting from any claim (except for third party claims), suit, action, or proceeding against Partner, resulting from (a) breach of this Agreement; (b) breach of any statement, representation, warranty, contractual obligation; and/or (c) gross negligence or willful misconduct of Tec D.

9. **LIMITATION OF LIABILITY**

9.1 In no event that Tec D shall be liable for any losses, damages, costs and expenses directly, or indirectly, special, incidental, consequential, punitive, or exemplary damages suffered by the Partner or its affiliates, agent or subcontractor or any third party or Customer (including but not limited to loss of profit, loss of savings, loss of goodwill, loss of revenue, or loss of contracts incurred by the Partner or any of its affiliates, agent or subcontractor or Customer), whether anticipated, or actual, or any action, claims, and proceedings taken against the Partner or its affiliates, agent or subcontractor, Customer or by any third party in connection with, incidental to and consequential upon the resale of the Products even if Tec D has been advised of the possibility of such damages and even if the damages were reasonably foreseeable. **TEC D LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE PARTNER TO TEC D OF 1 MONTH PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY**

10. **SUSPENSION, CANCELLATION, TRANSFER**

10.1 **Suspension and Cancellation.** Tec D may at its discretion or subject to Vendor's request shall be entitled to suspend or cancel the Customer's subscription or consumption of the Product, in whole or in part during the period of subscription or consumption:

- if Partner fails to pay any payment due within the stipulated period; or
- to comply with any contractual, statutory and/or regulatory obligation, request or order from law enforcement, or a competent judicial, governmental, supervisory or regulatory body; or
- any other reason as permitted under the Customer Agreement.

10.2 **Consequences of suspension or cancellation.** Tec D shall:

- (a) terminate the Partner's access and use to the Innovix Cloud;
- (b) immediately invoke any of its termination rights in accordance with Clause 11 below, in which case the Partner's right granted under this Agreement will cease;
- (c) in case of cancellation, (i) Tec D has the right to transfer the Partner's active Customer to another Partner in order for the Customer to resume its subscription or the consumption of the Product, in which the Partner shall in good faith cooperate with Tec D; and/or (ii) Customer will have a period of thirty (30) days to migrate any Customer Data to either new subscription with new Partner, or with the Vendor directly; and/or

(d) not be liable for any loss or damages arising from or related to the suspension or cancellation;
10.3 Notwithstanding Clause 10.2, it does not relieve the Partner of its obligations to pay Tec D for the Products used or ordered prior to the suspension or cancellation or any amount due.

11. TERM & TERMINATION

11.1 Either party may terminate at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days' written notice.

11.2 This Agreement may be terminated upon the occurrence of any of the following:

- forthwith by either party if the other party commits any material breach of any terms and conditions of this Agreement which in the case of breach is not capable of being remedied;
- forthwith by either party if the other party commits any material breach of any terms or conditions of this Agreement (which in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; for the avoidance of doubt, any suspicious act or wrong information provided by the Partner shall constitute a material breach under this clause;
- forthwith by either party if the other party enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction), or compounds with its creditors or takes or suffers any similar action in consequence of debt or ceases to conduct operations in the normal course of business, or convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement, or any other similar undertaking or
- by giving the either party thirty (30) days written notice to the other party, due to the change in control of the other party or the sale of all substantially all of the other party's assets relating to this Agreement.

11.3 Effects of Expiration or Termination.

Upon the expiry or termination;

- all payment due shall be paid to Tec D immediately;
Partner must immediately stop using all rights granted;
- all activation or subscription shall be suspended or termination;
- Partner shall in written form confirm that all installed instances of the Product shall be removed and uninstalled from all machines;
- Partner shall fully cooperate with Tec D to transfer (at an additional charge to Partner) all active Customer to another new Partner appointed by Tec D in order to maintain continuity of service for Customers; and/or;
- Partner expressly allows Tec D to directly provide the Customer an option to purchase the Products directly from Vendor or other Partners in order to maintain continuity of service for Customers in which Tec D, Partner or Vendor reserves the right to communicate with Customers directly regarding such option; or
- Tec D or Vendor may charge early termination fees.

In addition the above (if applicable), if this Agreement expires or terminated for any reason other than the breach of the Partner, Tec D or the Partner may continue to provide Product to Partner for Customers with an active subscription of such Product for the shorter of 12 months or the minimum period of required performance by Partner under its Customer Agreement. Partner shall fully cooperate to develop and specify options available to existing Customers at the end of such subscription period and communicate to Customers describing such options.

12. INTELLECTUAL PROPERTY

12.1 **Use of Marks.** The Partner acknowledges and agrees that Tec D, its Vendor, manufacturer, vendor, partners and/or licensors (if any), own and shall retain all right, title and interest in and to (a) all intellectual property rights embodied in the Products or in the Innovix Cloud, including the manufacture and/or production of Products (and all copies and derivative works thereof, by whomever produced), and associated Products documentation; (b) all of the service marks, trademarks, trade

names or any other designations, work marks, logos, logotypes, trade dress, designed (“**Marks**”); and (c) all copyrights, patent rights, trade secret rights, and other intellectual property rights in the Products, (collectively referred to “Intellectual Property Rights”).

12.2 No Rights Granted. The Partner acknowledges and agrees that nothing contained herein shall be construed as granting to Partner any right or license of the Intellectual Property Rights in the Products. The Partner may, whether in connection with the Marks, shall use them in accordance with purposes in the performance of Partner's duties hereunder.

12.3 Proprietary Notices. Partner must retain all copyright and other proprietary notices contained in the original materials on any copies of the materials of the Products. In particular, the Partner must use appropriate trademark, the Products descriptor and trademark symbols (e.g. “™” or “®”) and clearly indicate the Vendor, manufacturer, vendor or the supplier of the Products’ ownership of the trademark.

12.4 Restriction of Use of Marks in emails. Neither party may use the other party's Marks in connection with the transmission or distribution of unsolicited commercial email. Neither party may use the other party’s Marks in any manner that would violate applicable law or local custom, or conflict with Tec D 's policies or Vendor’s policies.

12.5 Trademark Policies. The Partner's use of such Marks shall be in accordance with Tec D's policies or Vendor’s policies in effect from time to time, including, but not limited to, trademark usage and advertising policies.

12.6 No Trademark Claims. The Partner shall have no claim or right in such Marks and Partner shall not make any claim or contest the use of any such Mark authorized by Tec D. Except as expressly authorized in writing by Tec D, Partner shall not file or attempt to register any Mark or any mark confusingly similar Marks. Tec D reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Products.

13. **CONFIDENTIALITY**

13.1 Each party agrees and undertakes with each other to protect the Confidential Information of the other party using not less than the standard of care which it treats its own Confidential Information but in no event less than reasonable care and shall ensure that the Confidential Information of the other party is stored and handled in such a way as to prevent unauthorized disclosure. Each Party shall keep confidential and not disclose to any third party or use for its own benefit, except as expressly permitted herein, or for the benefit of any third party, any information provided to it by the other party, but excluding information which: is or has become, generally known to the public domain, on a non-confidential basis, through no breach of the receiving party (“**Receiving Party**”) of this Agreement, is lawfully obtained by the Receiving Party from a third party which, to the best of Receiving Party's knowledge, has no obligation to maintain the information as confidential and which provides it to the Receiving Party without any obligation to maintain the information as proprietary or confidential; was known prior to its disclosure to the Receiving Party without any obligation to keep it confidential; is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; is the subject of a written agreement whereby the Disclosing Party consents to the disclosure by the Receiving Party of such Confidential Information; or if a Receiving Party or any of its representatives shall be required by law or a judicial order of a court or tribunal of competent jurisdiction or any governmental or regulatory authority to disclose any Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice in writing thereof.

13.2 These obligations of confidentiality shall survive the expiration or termination of this Agreement for a period of two (2) years.

14. **14. PRIVACY**

Partner shall at all material times (i) comply with all applicable legal requirements regarding relating to processing of personal data and privacy including but not limited to the personal data protection and privacy law of the Territory; and (ii) provide sufficient notice to, and obtain sufficient consent and authorization from, Customers and any other party providing personal data to Tec D, and/or Tec D to

permit the processing of the personal data by Tec D, Vendor, and their respective affiliates, subsidiaries, and service providers. Tec D may collect, use, transfer (but not limited to transferring personal data out of the jurisdiction of the laws of the Territory), disclose, and otherwise process each Customer Data, including personal data as defined in the personal data protection and privacy law of the Territory. Partner shall ensure its affiliates, employees, director, agent, subcontractor and representative comply to all relevant compliance matters, in the performance of its obligations.

15. MISCELLANEOUS

15.1 Governing Law. This Agreement shall be governed by respective laws of the Territory. In the event of any dispute, the parties' senior management shall first attempt good faith negotiation and in the event that no resolution can be reached within 30 days from the date of dispute notice, either party may refer such dispute to the competent courts in the respective Territory according to place of incorporation of each Tec D. For the avoidance of doubt, the Partner agrees that the United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.211.1) shall not apply.

15.2 Amendment. Partner shall not amend or modify any part of this Agreement without the consent of Tec D.

15.3 Relationship of Parties: The parties are independent contractors and are not employees, agents or legal representatives of the other party. Neither party is authorized to bind the other party, act as an agent for the other party or otherwise act in the name of or on behalf of the other party.

15.4 Non-assignment: Partner shall not assign or otherwise transfer any of its obligations under this Agreement without the prior written consent of the other party.

15.5 Severability: In the event any provision herein is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions will remain in full force and effect.

15.6 Force Majeure. Neither party shall be liable or deemed to be in default (except for payment obligation) for any delay or failure to perform its obligations if such delay or failure is due to an act, omission or circumstances relied on by any one of the parties as a force majeure event not attributable to that party on which it cannot reasonably have exercised control. For the purpose of this Clause, an event of force majeure shall include but not limited to acts of God, acts of civil or military authority, labour disputes, fire riots, civil commotion, sabotage, war, embargo, floods, earthquakes, storms, explosions, epidemics or governmental restrictions and other similar events not within the control of either party. Where an event of force majeure occurs, the affected party shall duly notify the other party in writing of its occurrence. If the obligation of a party is delayed by reason of an event of force majeure then the period for carrying of such obligation shall be suspended or extended to such date as the parties may mutually agree in writing. If an event of force majeure shall continue for a period of more than two (2) months, either party may upon giving notice to the other Party to terminate this Agreement.

15.7 Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law.

15.8 Notices. Except otherwise stated, all notices under shall be in writing and shall be sent by facsimile or ordinary registered post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid or other means of

correspondence which have been agreed between parties in writing, and marked for the attention of that party's signatory. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

15.9 Entire Agreement. This Agreement constitute the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement.

15.10 Audit Rights. Partner shall permit audits to be conducted by Tec D upon reasonable notice. Partner shall maintain records and provide supporting documents as and when required by Tec D.

15.11 Binding contract. Partner and Tec D agree that no signatory is required for this Agreement to be binding.

15.12. Essence of Time. Time wherever mentioned shall be of the essence.

15.13. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

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TERMS OF USE

(1) Introduction

These terms and conditions ("Terms of Use") shall govern your use of Innovix Cloud (the "Portal").

1.2 By using our Portal, you agree to these Terms of Use, if you do not agree to these Terms of Use or any part of it, DO NOT use this Portal.

1.3 Tec D reserves the right, at its sole discretion to amend, modify or change these Terms of Use at any time. A revised version will be posted here without prior notice to you. By continuing to use this Portal, you are taken to accept and agree to the changes.

(2) Copyright

2.1 All content in this Portal, such as text, graphics, logos, trademarks, images is owned, controlled or licenced to Tec D or its content suppliers and protected by international copyright laws.

2.2 All the copyright and other intellectual property rights in our Portal and the materials on the Portal are expressly reserved.

(3) Licence and Access

3.1 Subject to your compliance of these Terms of Use, Tec D and its content provider grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access of our Portal. All rights not expressly granted to you in these Terms of Use are reserved and retained by Tec D and its licensors, suppliers or content providers.

3.2 The licences granted by Tec D shall terminate if you do not comply with these Terms of Use.

(4) Your account

4.1 You need an Innovix Cloud account in order to use and enjoy our services. When you successfully register with us, you will be provided a login ID and password.

4.2 You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

(5) Product/Pricing

5.1 Tec D does not warrant that product descriptions or other content of any services in our Portal is accurate, complete, reliable, current or up-to-date, or error free.

5.2 With respect to items sold by Tec D, we cannot confirm the price of an item until you order.

5.3 We reserve the right to discontinue or alter any or all products/services made available at our Portal at any time in our sole discretion without notice. You will not entitle to any compensation or other payment upon the discontinuance or alternation of any products/services.

(6) Disclaimer of Warranties and Limitation of Liability

6.1 Nothing in these Terms of Use will:-

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable laws; or
- exclude any liabilities that may not be excluded under applicable law.

6.2 The information, material, content, products (including software) and other services included in our Portal and made available to you are provided by Tec D on an “as is” and “as available” basis. Unless otherwise specified in wiring, Tec D makes no representations or warranties of any kind, express or implied as to the information, material, content, products (including software) or other services included in our Portal or otherwise made available to you. You expressly agree that your use of the Portal is at your sole risk.

6.3 For the avoidance of doubt, we will not be liable to you in respect of

1. any special, indirect or consequential loss or damage; or
2. any business losses, including but not limited to loss of or damage to profits, income, revenue, use, business, contracts or goodwill

(7) Breach of Terms of Use

7.1 Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, or we reasonably suspect that you have breached these Terms of Use in any way, we may:-

- temporarily suspend your access to our Portal;
- permanently prohibit you from accessing our Portal; and/or
- commence legal action against you, whether for breach of contract or otherwise

(8) Assignment

8.1 You hereby agree without reservation that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of use.

8.2 You shall not without our prior written consent, assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms of Use.

(9) Third Party rights

9.1 Nothing in these Terms of Use confers or purports to confer on any third party any benefit or any rights to enforce any of these Terms of Use.

(10) Compliance

You will comply and will require your affiliates, employees, representatives and agents to comply with all applicable laws and regulations, in particular but not limited to the following:

10.1 Anti-Trust: You will not engage in any anti-competitive activities such as horizontal or vertical agreements which restrict competition.

10.2 Anti-corruption: You will not offer to employees, representatives or agents any personal advantage which could be seen as an improper influence on business decisions or on the business relationship of the Parties. You will also engage its employees not to offer, ask for or accept such kind of advantage to or from any employee. You will act in compliance with the U.S. foreign Corrupt Practices Act and the UK Bribery Act regardless if respective acts are enforceable under local law or not.

10.3 You confirm to comply with the standards set by the ILO (International Labor Organization_ conventions for the abolition of child labour (C138 – Minimum Age Convention, 1973) and provide adequate safety and health standards for its employees.

10.4 You confirm not to have any business or other connections to terrorists, terrorist associations or other criminal or unconstitutional organisations.

10.5 You are responsible to cause their agents/employees to comply with laws relating to trade-sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws including but not limited to those of the European Union, any EU member state, the United States of America or the United Nations.

10.6 In the event you are aware of any facts raising the suspicion of non-compliance in any of the above, you will inform us without undue delay.

(11) Privacy

Please review our Privacy Policy, which also governs your use of our Portal.

(12) Law and Jurisdiction

These Terms of Use shall be governed by the laws of Malaysia, as the case may be. In the event of any dispute, the parties' senior management shall first attempt good faith negotiation and in the event that no resolution can be reached within 30 days from the date of dispute notice, either party may refer such dispute to the competent courts in respective Territory according to the place of incorporation of Tec D.

PRIVACY POLICY

1. INTRODUCTION

We are committed to safeguarding the data privacy of our Innovix Cloud visitors. We therefore make sure that our policies and practices in relation to collection, use, retention, transfer and access of personal information comply with the requirements of applicable the Laws of Malaysia.

By using Innovix Cloud, (web-based applications, or mobile applications) you are taken to agree to this policy and give consent to our use of cookies in accordance with the terms herein.

For your information, cookies are small computer files that can be stored in web surfer's computers for the purpose of obtaining configuration information and analyzing web surfer's viewing habits. You may set your browser to decline cookies. If you do so, you may not be able to fully experience some interactive features of this portal.

2. HOW WE COLLECT YOUR PERSONAL INFORMATION

2.1 When you visit Innovix Cloud, the following types of ("Personal Information") may be collected and stored by us:-

- Your IP address, geographical location, browser type and version, operating system, length of visit, page views;
- Information relating to any purchases you make of products and services or any other transactions that you enter into through Innovix Cloud including your name, company, telephone number, email address;
- Any other personal information that you choose to send to us.

2.2 Before you disclose to us personal information of another person, you must obtain that person's required to both the disclosure and the processing of such personal information in accordance to the applicable laws.

3. HOW WE USE YOUR PERSONAL INFORMATION?

3.1 You agree that all Personal Information provided by you may be used and retained by us for the following purposes and for the purposes as may be agreed between you and us or required by law from time to time:-

- Providing the products you order;
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by you;
- enabling the daily operation of your account and/or the collection of amounts outstanding to us in relation to your purchase;
- investigation of complaints, suspected suspicious transactions and research of service improvement;
- sending you, our supplier, merchant and/or agent promotional details & offers (by e-mail to improving our services and for training purposes);
- sending you non-marketing commercial communications;
- sending you email notifications that you have specifically requested;
- for such other purposes as permitted by applicable law or with your consent.

3.2 You agree that we may disclose or transfer (whether in Malaysia or abroad) to our agents or contractors under a duty of confidentiality to us who provide administrative data processing, research and marketing, distribution, tele-communications or other similar services to us.

3.3 Your personal information will be retained by us and will be accessible to our employees and (if required) to our strategic partners for any of the purposes stated in this Privacy Policy. You authorize us to disclose all or any of your personal information to such third parties.

3.4 This Privacy Policy applies only to personal information collected via Innovix Cloud. We are not responsible for the privacy practices or policies of other websites accessible via this portal. [By activating a link (e.g., by clicking on the banner of an advertiser), you leave this portal and we do not have control over any personal information or any other information you give to any other person or entity after you have left this portal.

4. **HOW WE STORE YOUR INFORMATION?**

All personal information you provide to us is secured on our portal with restricted access by authorized personnel only. Our on-line registration process uses SSL for data transmission in order to protect your personal information via encrypting it in a secure format to ensure its privacy is maintained.

This Privacy Policy does not cover any information submitted to us anonymously. Our electronic medium may contain links to other websites, and you should be aware that other sites linked by us may have different privacy policies and we highly recommend that you read and understand the privacy statements of each of the linked site. This Privacy Policy only covers our Innovix Cloud.

HOW TO CONTACT US?

Any enquiry concerning this Policy, please feel free to contact:-

Malaysia

Tec D Distribution (Malaysia) Sdn. Bhd.

Address: 6th Floor, Wisma Prosper, Block B, Kelana Centre Point, No.3, Jalan SS 7/19, 47301, Kelana Jaya, Petaling Jaya, Selangor Darul Ehsan, Malaysia

Email: enquiry_my@mytecd.com

Tel: +603 7883 3688

We reserve the right to amend this policy at any time and a revised version will be posted here without prior notice to you.

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