

# TERMS OF USE

## Terms of Use

Welcome to the totalifeglobal.com website (the “**Website**”) of Totalife (M) Sdn Bhd (“**Totalife** ” or “**us**” or “**we**”). You (the “**User**”) have requested access to the Website, the Services (defined below) that we provide through the Website and information, images, graphics, data, text, files, links, photographs, graphics, audio, video, messages, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Website (collectively “**Content**”). Please carefully read the terms and conditions of use of the Website and Content (these “**Terms of Use**”). Your access and use of the Website and Content is conditioned on your acceptance and agreement without modification to these Terms of Use. By clicking the “**I Accept**” button below, you agree to be bound by these Terms of Use. By clicking the “**I Do Not Accept**” button below, you will not be permitted access to the Website. Please note that other portions of the Website may contain additional and/or different terms and conditions of use.

## Access

We may provide you with a variety of resources, such as news and information about Totalife, your account information, the ability to communicate electronically with Totalife, and access to services and information available from time to time on or through the Website (the “**Services**”). We reserve the right in our sole and absolute discretion to terminate, modify, or suspend your access to the Website, Content or Services at any time (for any reason, or for no reason). In particular, and without limitation, we may terminate, modify, or suspend your access to the Website, Content and/or Services upon your non-compliance with these Terms of Use, and, if you are a distributor of Totalife, your Application and Agreement (the “**Totalife Agreement**”) or if you violate our rights or the rights of any other party.

## Privacy

Our Privacy Policy is incorporated into, and made a part of, these Terms of Use.

## Conduct

You represent and warrant that (a) you are at least 18 years of age, (b) your use of the Website and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Website, (c) all information (if any) provided by you to us is correct, (d) you possess the legal right and ability to enter into these Terms of Use, (e) your use of the Website and Content shall be in accordance with these Terms of Use (and if you are a distributor of Totalife, the Totalife Agreement and the Policies and Procedures), (f) your use of the Website and Content shall be in accordance with all applicable laws and regulations, (g) you are capable of assuming, and do assume, any risks related to the use of the Website and Content, and (h) you understand and accept the terms, conditions and risks relating to the use of the Website and Content.

You may not copy, transmit, distribute, sell or publish any or all of the Website, Content or Services, without our prior, express and written consent. In your use of the Content, such as printing it, you may not remove or alter, or cause to be removed or altered, any notice, mark, or legend in or on the Content, including, but not

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- (i) Use the Website, Content or Services, in whole or in part, except as expressly provided in these Terms of Use or use the Website or Content for any purpose that is unlawful, immoral, or prohibited by these Terms of Use or any applicable local, state, or federal law, rule, or regulation;
- (ii) Use the Website, Content or Services in any manner that could damage, disable, overburden, or impair the Website, Content or Services, or interfere with any other party's use and enjoyment of the Website, Content or Services;
- (iii) Obtain, or attempt to obtain, any materials, information, or other Content through any means not intentionally made available or provided for through the Website;
- (iv) Circumvent, or attempt to circumvent, any security feature of the Website;
- (v) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- (vi) Upload, e-mail or otherwise transmit to or through the Website or Services, any advertising, promotional, or other unauthorized communication, including, without limitation, "junk mail," "surveys," unsolicited e-mail, "spam," "chain letters," or "pyramid schemes";
- (vii) Upload, post, email, or otherwise transmit any material that contains "trojan horses," "worms," software viruses, or any other computer code, files, or programs designed to or that might interrupt, destroy, interfere or limit the functionality of the Website, Content or Services, or any computer software or hardware or telecommunications equipment;
- (viii) Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of our databases; or
- (ix) Incorporate data from any of our databases into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

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## Indemnification

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, “**our Affiliated Parties**”) harmless from any liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys’ fees, related to your (a) failure to comply with any of these Terms and Conditions or (b) use of the Website or Content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms and Conditions, the Website, or your access to or use of the Website or Content.

## Disclaimers

**WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE WEBSITE, THE SERVICES OR THE CONTENT CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL SUCH CONTENT, SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” WE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, ARISING OUT OF, OR IN CONNECTION WITH, THE WEBSITE, SERVICES AND CONTENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING AND ANY LIABILITY WITH REGARD TO THE WEBSITE, CONTENT AND SERVICES AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN ANY SERVICE.**

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**WE ARE NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY CONSUMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY CONSUMER DATA OR FOR ANY THIRD PARTY ACCESS TO ANY CONSUMER DATA.**

**WE MAKE NO WARRANTY OR REPRESENTATION AS TO THE LEVEL OF SUCCESS, IF ANY, INDIVIDUALS MAY ACHIEVE BY USING ANY OF OUR PRODUCTS OR SERVICES. INDIVIDUAL RESULTS MAY VARY AND DEPEND ON MANY FACTORS INCLUDING AN INDIVIDUAL'S SPECIFIC FINANCIAL SITUATION, EFFORTS AND ACTIONS. YOU SHOULD SEEK THE ADVICE OF QUALIFIED PROFESSIONALS SUCH AS AN ACCOUNTANT, ATTORNEY AND/OR PROFESSIONAL ADVISOR FOR SPECIFIC ADVICE FOR YOUR BUSINESS.**

**FURTHER, WE AND OUR LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE CONTENT OR THE SERVICES OR THE MATERIALS AND TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE WEBSITE, THE SERVICES OR ANY MATERIALS OR TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE OUTSIDE THE MALAYSIA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION, EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. NEITHER WE NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT SITE, ITS SERVERS OR ANY E-MAIL SENT FROM THE WEBSITE OR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

## **Use of Services**

By way of example, and not as a limitation, you agree that when using our Content, Services or any other portion of the Website, you will not:

- (i) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- (ii) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (iii) Use the Services except as expressly provided in these Terms of Use or publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website or Content to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- (iv) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- (v) Upload files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of another's computer;

- (vi) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Service specifically allows such messages;
- (vii) Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- (viii) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- (ix) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;
- (x) Restrict or inhibit any other user from using and enjoying the Services or any other portion of the Website or Content;
- (xi) Violate any code of conduct or other guidelines that may be applicable for any particular Service or any other portion of the Website or Content;
- (xii) Harvest or otherwise collect information about others, including, but not limited to, e-mail addresses, without their prior, express, and written consent;
- (xiii) Violate any applicable laws, rules or regulations;
- (xiv) Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

We have no obligation to monitor the Services, the Website or Content. However, we reserve the right to review materials posted to a Service and to remove any materials in our sole discretion. We assume no liability relating to our monitoring acts or omissions.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, rule, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in our sole discretion.

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## **Special Notice Regarding Copyright Infringement**

You may not use our Services to infringe copyrights. We will attempt to terminate Service to anyone who we become aware is repeatedly using our Services in violation of copyright law. IT IS YOUR SOLE RESPONSIBILITY TO USE THE SERVICES IN COMPLIANCE WITH ALL APPLICABLE COPYRIGHT LAWS.

We reserve the right to take any and all action we deem appropriate if we become aware of conduct that we believe does not conform to the requirements of this policy, any agreement pursuant to which you use our Services or any software that utilizes them, these Terms of Use for the Website or applicable law.

## **Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT OR OTHER INFORMATION OR SERVICE RELATED TO THE WEBSITE AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), (I) ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR OUR PRODUCTS OR SERVICES, (II) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE OR CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, CONTENT, OR RELATED SERVICES, OR FROM THE USE OR MISUSE OF ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, RELATED GRAPHICS, AND CONTENT OBTAINED THROUGH THE WEBSITE, (III) ANY INCORRECT OR MISSING INFORMATION OR DATA, OR (IV) OTHERWISE ARISING OUT OR RESULTING FROM LOSS OF YOUR DATA OR INFORMATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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**THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.**

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The Website may, from time to time, contain links to or reference third party websites, resources and advertisers (collectively, **"Third Party Sites"**). Your linking to such Third Party Sites is at your own risk. We are not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information made on the Third Party Sites. We do not investigate, monitor, or check such Third Party Sites for accuracy or completeness. We are not responsible for the availability of these Third Party Sites, nor are we responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. We are providing these links to you only as a convenience and may discontinue providing such links at any time in our sole discretion without notice to you. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any Third Party Site contained in, referred to, included on, or linked from or to, the Website. If you decide to leave the Website and access these Third-Party Sites, you do so at your own risk. Under no circumstances shall we or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site's administrator or webmaster. Any links to Third Party Sites do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of ours.

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If you are a distributor of Totalife, you are granted a limited, non-exclusive right to create a hypertext link to the Website from the self-replicating website we provide to you, provided such link is in compliance with these Terms of Use, the Totalife Agreement and our Policies and Procedures. You cannot create an impression that any subdomain "Replicator" on the Website is part of your website. This limited right may be revoked at any time.

## **Modification**

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. You should read these Terms of Use periodically for changes. If you use the Website after we post changes to these Terms of Use, you will be deemed to have accepted the changed Terms of Use.

## **Governing Law**

These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of Malaysia, without regard to conflicts of law principles. Any cause of action by you with respect to the Website must be instituted within two years after the cause of action arose or be forever waived and barred. Any legal action concerning these Terms of Use shall be brought in the state and federal courts located in Malaysia. The parties hereby consent to such jurisdiction and venue.

## **Relief Available for Violation**

In the event of an actual or threatened violation of these Terms of Use, these Terms of Use may be enforced by injunctive relief or specific performance without proof of actual damages but upon proof of all other requirements for the grant of such relief, in addition to any and all other available remedies.

## **Miscellaneous**

The provisions of these Terms of Use are severable, and in the event any provision of these Terms of Use is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. Our waiver of a breach of any provision of these Terms of Use by you shall not operate or be construed as a waiver by us of any subsequent breach by you.

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A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in arbitration or any judicial or administrative proceedings based upon, or relating to, these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.

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