

TERMS OF SERVICE
Last updated [July 01, 2023]

PLEASE READ THESE TERMS OF SERVICE CAREFULLY

1. AGREEMENT TO TERMS

- 1.1. These Terms of Service constitute a legally binding agreement between clients, users, visitors or any other person, as the case may be (collectively “**User**,” “**you**” or “**your**”) and Flawu Solutions (the business incorporated in Malaysia and is the owner of www.flawu.com (the “**Website**”)), (“**Flawu**”, “**we**,” “**us**” or “**our**”) concerning your access to and use of the Website. You confirm that by accessing and using the Website, you agree to be bound by these Terms of Service.
- 1.2. Supplemental terms that may be added to the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We may alert you about any changes by updating the “Last updated” date of these Terms of Service and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Website after the date such revised Terms of Service are posted.
- 1.3. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so at their own discretion and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 1.4. You understand and agree that all source code, databases, functionality, software, website designs, logos, trademarks, audio, video, text, photographs, graphics and such ancillary information on the Website (collectively, the “**Content**”) available on the Website shall not be used by you as legal advice or suggestion. Any Content or information shared does not constitute legal advice or create an attorney-client relationship. You are responsible for seeking professional legal counsel for specific legal matters. Content is not intended as legal advice.

2. WEB RESOURCES AND THIRD-PARTY SERVICES

- 2.1. For your convenience, we may include hyperlinks to other web platforms or content on the Website that are owned or operated by third parties. Such linked web platforms or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked web platforms. Any hyperlinks to any other web platforms or content are not an endorsement or verification of such web platforms or content and you agree that your access to or use of such linked web platforms or content is entirely at your own risk.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Unless otherwise indicated, the Website is our proprietary property and except the intellectual property rights (including articles, logos, trademarks and content) of the third-party news websites, all the Content and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by applicable copyright and trademark laws and various other intellectual property rights and unfair competition laws and international conventions. The Content and the Marks are provided on the Website “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.2. Subject to these Terms of Service, you are granted a limited license to access and use the Website. We reserve all rights not expressly granted to you in and to the Website, Content and Marks.

4. USER REPRESENTATIONS

- 4.1. By using the Website, you represent and warrant that: (1) all user information you will submit will be true, accurate, current and complete; (2) you will not access the Website through automated or non-human means, whether

through a bot, script or otherwise; and (3) you will not use the Website for any illegal or unauthorized purpose.

- 4.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend and refuse any and all current or future use of the Website (or any portion thereof).

5. PROHIBITED ACTIVITIES

- 5.1. The Website may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 5.2. As a User of the Website, you agree and undertake not to:
- 5.2.1. use the Website for any revenue generating endeavour, commercial enterprise, or other purposes for which it is not designed or intended.
 - 5.2.2. systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - 5.2.3. make any unauthorized use of the Website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretences.
 - 5.2.4. use the Website for advertising or offering to sell goods and services.
 - 5.2.5. circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Content contained therein.
 - 5.2.6. engage in unauthorized framing of or linking to the Website.
 - 5.2.7. the trick, defraud, or mislead other users and us;
 - 5.2.8. make improper use of our support services or submit false reports of abuse or misconduct.
 - 5.2.9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 - 5.2.10. interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website.
 - 5.2.11. attempt to impersonate another user or person.
 - 5.2.12. use any information obtained from the Website in order to harass, abuse, or harm another person.
 - 5.2.13. use the Website as part of any effort to compete with us.
 - 5.2.14. decipher, decompile, disassemble, or reverse engineer any of the software, source code, or application, comprising or in any way making up a part of the Website.
 - 5.2.15. attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website.
 - 5.2.16. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website to you.
 - 5.2.17. delete the copyright or other proprietary rights notice from any Content, or Website.
 - 5.2.18. copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
 - 5.2.19. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.
 - 5.2.20. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
 - 5.2.21. except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software.
 - 5.2.22. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website.
 - 5.2.23. use the Website in a manner inconsistent with any applicable laws or regulations.
 - 5.2.24. use the Website for any offensive, immoral or unethical purposes.
 - 5.2.25. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application.

6. USE LICENSE

- 6.1. SUBJECT ALWAYS to Clause 9, we hereby grant you a revocable, non-exclusive, non-transferable, limited right and non-sublicensable to use the Website and to access and use the Website on such devices strictly in accordance with these Terms of Service.

7. SUBMISSIONS

- 7.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Website ("**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

8. COPYRIGHT INFRINGEMENTS

- 8.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify us using the contact information provided herein (a "**Notification**"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to the relevant law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

9. INDEMNIFICATION

- 9.1. You agree to defend, indemnify and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use or access of the Website; (2) breach of these Terms of Service; (3) any breach of your representations and warranties set forth in these Terms of Service; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Website. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

10. DISCLAIMER OF WARRANTY

- 10.1. You expressly agree that the use of the Website or purchase is at your sole risk. The Website is provided on an "as is" and "as available" basis. Flawu expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration.
- 10.2. You acknowledge and agree that the Website does not provide legal advice and is strictly a technology platform and infrastructure for supporting and administration purposes. Flawu does not make any express or implied warranties that the services provided fit your legal matters. You are responsible for seeking professional legal counsel for specific legal matters.
- 10.3. WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, RESULTING FROM YOUR ACCESS TO, USE OF OR INABILITY TO USE, RELIANCE ON OR DOWNLOADING FROM THE WEBSITE, OR ANY DELAYS, INACCURACIES IN THE INFORMATION OR IN ITS TRANSMISSION INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. LIMITATION OF LIABILITIES

- 11.1. You understand that to the extent permitted under applicable law, in no event will Flawu or its officers, employees, directors, parents, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses arising out of or related to your use of the Website or the purchase of services, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty,

statute or otherwise. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

12. MODIFICATIONS AND INTERRUPTIONS

12.1. We reserve the right to change, modify or remove the Contents of the Website at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Website without notice at any time. We will not be liable to you or any third party for any modification, suspension or discontinuance of the Website.

12.2. We cannot guarantee the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or discontinuance of the Website. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

13. TERM AND TERMINATION

13.1. These Terms of Service shall remain in full force and effect while you use the Website. Without limiting any other provision of these Terms of Service, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Website (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty or covenant contained in these Terms of Service or of any applicable law or regulation. We may terminate your use or participation on the Website or delete any content or information that you provided at any time, without warning, in our sole discretion.

14. FORCE MAJEURE

14.1. Flawu shall not be liable for any failure to fulfil any term under these Terms of Services if and to the extent that the fulfilment is delayed, interfered with or prevented by Force Majeure. For the purposes of these Terms of Service, Force Majeure shall mean the following: (i) Acts of God, (ii) war, outbreak of hostilities, riot, civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any licence or consent), (iv) fire, explosion, bad weather, (v) power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, (vi) outbreak of a pandemic/epidemic (vii) theft, malicious damage, strike, lock-out or industrial action of any kind, and (viii) any cause or circumstance whatsoever beyond Flawu's reasonable control.

15. GOVERNING LAW

15.1. These Terms of Service and your use of the Website are governed by and construed in accordance with the laws of Malaysia applicable, without regard to its conflict of law principles.

15.2. Should any dispute arise between Flawu and any User with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of these Terms of Service, the parties shall in the first instance attempt to resolve such dispute by amicable negotiation. Should such negotiations fail to achieve a resolution within thirty (30) business days, the dispute shall be submitted by Flawu for resolution by the courts of Malaysia which courts shall have exclusive jurisdiction.

16. WAIVER

16.1. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms of Service, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Service will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. SEVERANCE

17.1. If any provision of these Terms of Service is declared to be unenforceable, the remainder of these Terms of Service will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of the law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

18. ENTIRE AGREEMENT & AMENDMENTS TO THE TERMS

18.1. The terms herein stated shall constitute the entire agreement and understanding between you and us on the subject matter thereof, and shall supersede all prior agreements, whether written or oral, between you and us concerning the subject matter thereof.

18.2. These Terms of Service may be modified from time to time. Any modifications to these Terms of Service will be effective upon posting. Your continued use of the Website after any modifications to the Terms of Service indicates your acceptance of the modified Terms of Service.

18.3. These Terms of Service shall be read together with the Privacy Policy.

19. USER DATA

19.1. We will maintain certain data that you transmit to the Website for the purpose of managing the Website as well as data relating to your use of the Website in accordance with the Privacy Policy. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Website. You agree that we shall have no liability to you for any loss or corruption of any such data and you hereby waive any right of action against us arising from any such loss or corruption of such data.

20. PRIVACY POLICY

20.1. We care about data privacy and security. Please review our Privacy Policy. By using or accessing the Website, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Further, we do not knowingly accept, request or solicit information from children or knowingly market to children. Therefore, in accordance with relevant law, if we receive actual knowledge that anyone who is underage has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Website as quickly as is reasonably practical.

21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

21.1. Visiting the Website, sending us emails and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Website. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

22. CONTACT US

22.1. If you have a complaint regarding the Website or would like to receive further information regarding the use of the Website, please contact us at: hello@flawu.com