

# **Terms and Conditions for Early Warning, Alert and Response (EWAR)**

## **1. INTRODUCTION**

- 1.1. Please read these Terms and Conditions (“T&C”) carefully before using the services offered by **TELEKOM RESEARCH & DEVELOPMENT SDN. BHD.** (“TM R&D”) or (“We”, “Us”, or “Our”), a company incorporated under the laws of Malaysia, in terms for your use of EWAR products and services as contained in <https://www.ewar.tmrnd.com.my> (Website).
- 1.2. "You" or “you” or “Your” or “your” shall mean any user of the Website.
- 1.3. You agree that TM R&D may modify and amend this T&C at any time without notice. Unless explicitly stated otherwise, any other new services introduced by TM R&D, shall be subject to this T&C. All such notices are hereby incorporated by reference into the T&C. You are responsible for regularly reviewing TM R&D’s T&C posted on the Website. By continuing to use the Website, you are deemed to have agreed to be bound by any modifications and amendments to this T&C.
- 1.4. These T&C shall apply to your use of the Website and all orders made or to be made by Us for the sale and supply of products offered in the Website.
- 1.5. Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your data and it’s use as set out in this T&C. By submitting your information you consent to said transfers mentioned above.

## **2. THE WEBSITE USE AND SECURITY**

- 2.1. Information on the Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. TM R&D may also make improvements and/or changes to the Website and to the fees and rates for EWAR products and services, at any time without notice.
- 2.2. The Website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access the Website and assume all risk associated therewith.
- 2.3. The Website may not be available to be accessed from all regions and/or countries of the world. TM R&D reserves the right, in its sole discretion, to limit or terminate your ability to access the Website from certain regions or countries, and you assume all risk associated with the accessibility of TM R&D services on the Website from any given region or country of the world.
- 2.4. TM R&D reserves the right to limit or prohibit your entry into the Website in its sole discretion and shall not be liable for such limitation or prohibition.

### **3. USE OF EWAR SERVICES**

- 3.1. EWAR products and services may only be used by you in accordance with the T&C and applicable law and You are to communicate with TM R&D and to exchange communications and documents for the purpose for which the EWAR services were made available to you, unless otherwise agreed by TM R&D. You are not allowed to use the EWAR when you are no longer authorised to use it.
- 3.2. EWAR services are made available 'as is' and TM R&D makes no representation or warranty about the EWAR, its availability or your ability to access, use or benefit from EWAR at any time. The EWAR services may be modified or withdrawn by TM R&D at any time without notice.
- 3.3. Your use of EWAR services may depend on the use of (i) web 'cookies' or other facilitating tools or software (see the Privacy Policy available at [https://ewar.tmrnd.com.my/install\\_docs/TM%20Privacy%20Notice.pdf](https://ewar.tmrnd.com.my/install_docs/TM%20Privacy%20Notice.pdf)) and (ii) additional or complimentary services or equipment that are your responsibility, such as compatible IT equipment and internet connectivity.
- 3.4. You are deemed to have consented to TM R&D's use of cookies by using the EWAR services.
- 3.5. By: (i) registering to use EWAR services, at the Website ; or (ii) through using your account and password; or (iii) using as unregistered guest; and clicking on the accept buttons relating to our T&C and Privacy Policy, you agree to be legally bound by the this T&C as they may be modified and posted on our Website from time to time and you authorise us to process debit and credit card payments on your behalf or by way of payment gateway when you buy the EWAR products and services . The following year, you need to buy the services as it is not an auto renewal In the event a transaction fails, you are required to reprocess the payment to TM R&D accordingly.

### **4. ORDER PLACEMENT**

- 4.1. To place and order for EWAR products and services, you must only submit accurate and true information. You must also keep your information up to date by informing TM R&D of any changes by using the relevant sections of the Website.
- 4.2. To submit and order EWAR products and services, you will be required to follow the online ordering process on the Website. Once the order is completed, you will receive an order confirmation as an acknowledgement of your order.
- 4.3. A placed order is only considered accepted by TM R&D once your order has been shipped to the provided delivery address and you receive a tracking number from TM R&D.
- 4.4. If your order consists of more than one EWAR products and services, they may be shipped separately and may arrive separately.

## **5. PRICE AND PAYMENT**

- 5.1. We make best effort to ensure that all details pertaining to the EWAR products and services and price is accurate, there may be instances where errors may occur. If TM R&D discovers any such error, TM R&D will inform you on the same via the email address provided by you. In case TM R&D is unable to contact you, TM R&D will cancel the order.
- 5.2. TM R&D has no obligation to fulfil the order if the EWAR products and services' listed price is incorrect.
- 5.3. Payment for EWAR products and services can be made via TM R&D's payment partners listed on the Website.

## **6. WRONG ORDER, CANCELLATIONS AND REFUND**

- 6.1. If you discover that you have made a wrong order kindly contact TM R&D's support email address at: [ewar.support@tmrnd.com.my](mailto:ewar.support@tmrnd.com.my).
- 6.2. The order can only be rectified before it is shipped.
- 6.3. The order cannot be cancelled after payment is successful. No refund will be entertained after the item has been delivered to the address specified by you.

## **7. DELIVERY**

- 7.1. TM R&D aims to deliver EWAR products at the address specified by you within reasonable time.
- 7.2. In the case of delay in delivery, TM R&D shall not be held liable to you for any losses, expenses, damages and costs.
- 7.3. TM R&D will ensure that the EWAR products is packed appropriately. TM R&D shall not be held liable for any loss or destruction of the package.

## **8. YOUR CONDUCT**

- 8.1. You agree to use the Website and EWAR products and services only for lawful purposes and in accordance with this T&C.
- 8.2. Secure your login credentials and not allow anyone else to use the EWAR services using your security information and your login credentials.
- 8.3. You agree to notify TM R&D immediately of any unauthorised use or any other breach of security at the end of each session. TM R&D cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 8.4. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through EWAR services.

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding online communication in the country in which you reside.

8.5. You may not use the Website and EWAR products and services in any manner that could damage, disable, overburden, or impair the Website (or the network(s) connected to EWAR services) or interfere with any other party's use and enjoyment of EWAR services. You may not attempt to gain unauthorised access to the Website, computer systems or networks connected to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

## **9. TERMINATION/ACCESS RESTRICTION**

9.1. Without limiting anything herein contained, TM R&D reserves the right to terminate the Website and EWAR services at any time without notice and for any reason whatsoever.

9.2. In addition to any termination rights TM R&D may have under this T&C, TM R&D may terminate your access to the Website and EWAR services without notice and in its own discretion in the occurrence of the following:

- You materially violate this T&C or any notice posted from time to time on the TM R&D Website, any applicable law, rule or regulation relating to the use of the EWAR products and services; or
- Any law, regulation, or governmental action renders all or any portion of the Website (or your use of the EWAR products and services) unlawful or impracticable; or
- Your use of the Website impairs or threatens to impair the integrity or functionality of EWAR services in any manner; or
- If TM R&D believes that you have violated or acted inconsistently with the intention or spirit of this T&C; or
- Your subscription of EWAR services has expired.

9.3. You agree that TM R&D shall not be liable to you or to any third-party for any termination of your access to the Website or your EWAR services.

## **10. INTELLECTUAL PROPERTY**

10.1. You and your organisation have no rights to the Website or EWAR services or any information or material made available by TM R&D via the Website and EWAR services, unless as otherwise expressly permitted by TM R&D in writing. If you collect, submit or share documents or information or data via the Website and EWAR service, you:

- Shall ensure you have the necessary rights or licences from third parties to do so;

- Confirm TM R&D may reproduce, store, modify or otherwise use the documents or information or data for the purposes for which you have provided it to TM R&D or in accordance with the T&C; and
- Have not infringed any intellectual property rights or other third parties' rights.

## **11. LINKING TO THIRD PARTY WEBSITES**

11.1. The Website contains links to other websites. Please note that TM R&D is not responsible for the privacy practices of such other websites and advise you to read the privacy statements of each website you visit which collects personal information.

11.2. TM R&D has not verified the contents of any websites maintained by third parties and does not endorse, warrant, promote or recommend any services or products that may be provided or accessed through them or any person or body which may provide them. TM R&D has not issued or caused to be issued any advertisements which may appear on such websites.

11.3. TM R&D makes no warranties or representations to you that your use of any materials displayed on the Website will not infringe the rights of third parties.

11.4. Unless otherwise indicated, all TM R&D's logos, titles, videos, designs, and marks are trademarks or service marks owned or used by TM R&D. The use or misuse of any of these marks or other information is strictly prohibited.

## **12. DISCLAIMER & LIMITATION OF LIABILITY**

12.1. TM R&D makes no warranty that the Website and EWAR products and services will meet your requirement or that the Website will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through the Website are true, accurate, or are free of viruses or other harmful components.

12.2. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website and EWAR products and services for the reconstruction of any lost data. All use of the Website and EWAR Products and services is at your own risk and you are solely responsible for all damages resulting therefrom.

12.3. The Website and EWAR products and services is not intended for "mission critical" circumstances and is provided on an "as is," where is" and "as available" basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non-infringement or implied warranties of merchantability or fitness for a particular purpose.

12.4. To the maximum extent permitted by applicable law, TM R&D disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Website and transactions performed through the service or on the

Internet generally. TM R&D makes no representations or warranties as to the quality of the call or any connection to or any transmission over the Internet.

- 12.5. To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to negligence, shall TM R&D be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if TM R&D has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use the Website and EWAR services, any changes to the Website and unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through the Website or arising in connection with the fraudulent or unlawful acts of any third party.
- 12.6. You specifically agree that TM R&D is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 12.7. If you are dissatisfied with the Website or EWAR products and services, the materials available on or through the EWAR service, Website or with the provisions of this T&C, you agree that your sole and exclusive remedy is to discontinue using the Website or any of TM R&D's other products and services.
- 12.8. TM R&D will take reasonable measures to maintain the privacy and security of all private information provided by you to the Website, but third parties (such as hackers) may breach or attempt to breach TM R&D's security measures or may gain unauthorized access to TM R&D database or other equipment containing your information. You agree that TM R&D shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of the Website and EWAR services or any other company equipment or user information.

### **13. FORCE MAJEURE**

- 13.1. TM R&D will not be responsible for any delay in, or failure of, the Website and EWAR products and services due to any occurrence commonly known as force majeure, including war, riots embargoes, strikes, or other concerted acts of workmen, casualties or accidents, or any other causes, circumstances, or contingencies, beyond TM R&D's control, which prevent or hinder the use of the Website and EWAR products and services.

### **14. INDEMNITY**

- 14.1. You agree to indemnify, defend and hold TM R&D, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Website and EWAR products and services harmless from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation by you of this T&C or asserted by any third party due to or arising out of your use of or conduct.

## **15. DISCLOSURE AND CONFIDENTIALITY**

15.1. TM R&D reserves the right to disclose any personal information about you or your usage of the EWAR service without your prior permission if TM R&D in good faith, believes that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of TM R&D or its holding or affiliated company; (3) enforce this T&C; or (4) act to protect the interests of its members or others.

15.2. Any non-personal information or material sent to TM R&D by you will generally NOT be treated as confidential.

## **16. MONITORING**

16.1. TM R&D may monitor your use of the EWAR service from time to time but does not commit to doing so. Where TM R&D does monitor your use it shall be in accordance with applicable law.

## **17. DISCONTINUANCE OF SERVICE**

17.1. TM R&D reserves the absolute right to discontinue the Website and EWAR products and services by providing a thirty (30) days' notice at the Website. In the event of discontinuance of the Website and EWAR services, your account and data shall be deleted after thirty (30) days from the date of the notice of discontinuance of the EWAR services at the Website.

## **18. RELATIONSHIP OF PARTIES**

18.1. The T&C will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and TM R&D.

## **19. LANGUAGE**

19.1. If the T&C or any part of the T&C is translated into any other languages and there is a conflict between this English version and any foreign language version of the T&C, this English version shall prevail.

## **20. SURVIVAL OF CLAUSES**

20.1. Any clauses in the T&C which by their nature survive expiration or termination shall survive the expiry or termination of the T&C

## **21. NOTICES**

21.1. All notices, demands and other communications ("Notices") between TM R&D and you which are required to be given under the T&C shall be in writing in the English language and may be sent by hand, by pre-paid registered post, by facsimile or by electronic mail ("email") to the address of the recipient set out below:

Head of Innovation & Portfolio Management,  
Telekom Research & Development Sdn. Bhd.

TM Innovation Centre,  
Lingkaran Teknokrat Timur  
63000 Cyberjaya Selangor Malaysia  
email: business@tmrnd.com.my

- 21.2. All Notices shall be deemed to have been served on the recipient when delivered (if delivery by hand) or forty-eight (48) hours after posting (if sent by pre-paid registered post) or on transmission by the sender (if sent by facsimile or email).
- 21.3. You agree that in any event an action began in the courts of relevant jurisdiction in respect of the Website and EWAR service, the legal documents and any other relevant documents may be served upon you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after postage be deemed as good and sufficient service of the legal documents.

## **22. GENERAL**

- 22.1. This T&C are governed by the laws of Malaysia and any dispute between you and TM R&D regarding this T&C will be subject to the exclusive jurisdiction of the courts located in Malaysia and you expressly waive all defences to jurisdiction. You agree that the Website and EWAR products and services shall, for the purpose of determining jurisdiction and applicable law, be deemed to have originated and been provided by TM R&D in and from Malaysia.
- 22.2. This T&C contain the entire understanding between the parties hereto with respect to the Website and EWAR products and services, and supersedes all previous oral or written agreements or understandings between you and TM R&D, and no advice or information, whether oral or written, obtained by you from this Website (whether before or after the date you accept this T&C) shall create any obligation or warranty on the part of TM R&D not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any other services offered by TM R&D, third party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this T&C.
- 22.3. TM R&D's performance of this T&C is subject to existing laws and legal process, and nothing contained in this T&C is in derogation of TM R&D's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website and EWAR services or information provided to or gathered by TM R&D with respect to such use.
- 22.4. If any provision of this T&C is held invalid, the remainder of this T&C will continue in full force and effect, and if any provision(s) of the T&C is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. This T&C shall not be construed against any party as the principal draftsman hereof. A printed version of this T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.



- 22.5. TM R&D's failure to insist upon or enforce strict performance of any provision of this T&C shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by TM R&D in writing.
- 22.6. Notices to you shall not be modified, except by an express modification by TM R&D as described herein and may be made via email or regular mail or by displaying notices or links to you on the Website.
- 22.7. TM R&D reserves the right to amend any of the provisions of this T&C from time to time. Amendments will be effective immediately upon notification on the Website. Your continued use of the Website and subscription to EWAR services will represent an agreement by you to be bound by this T&C as amended.
- 22.8. You may not assert any claim against TM R&D in connection with the Website and EWAR services unless you have given TM R&D written notice of the claim within fourteen (14) days after you knew or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the Website must be initiated within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
- 22.9. TM R&D may assign its rights and duties under this T&C to any party at any time without notice to you and this T&C shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

Should you have any questions concerning this T&C, or if you desire to contact TM R&D for further inquiries, please visit our "Contact Us" section in the Website located at <https://www.tmrnd.com.my/contacts/>.