

## **TERMS AND CONDITIONS OF USE**

### **1. Introduction**

- 1.1 This Platform (as hereinafter defined) is owned, operated and maintained by Star Activation Sdn. Bhd. (Registration No. 202201045447 (1491144-A)) ("**Star Activation**"). In these terms and conditions (as amended from time to time, these "**Terms and Conditions**"), whenever we use "Group", "us", "we" and "our", it refers to Star Activation together with its subsidiaries, affiliates, related and associated companies. The terms "you" and "your" refer to any individual or entity accessing and/or using the Platform and/or the Services (as defined below). These Terms and Conditions set out the terms and conditions which govern our Platform and Services.
- 1.2 The access to and use of our Platform and/or Services are subject to these Terms and Conditions, the Privacy Notice, and any additional terms applicable to our Services that may be posted on the Platform or in connection with the Services from time to time (collectively, the "**Terms**"). Before using this Platform and/or the Services, you must carefully read the Terms. By using our Platform and/or the Services, you agree to be bound by and comply with the Terms. If you do not agree to these or any future Terms, please do not use or access (or continue to use or access) the Platform and/or Services.
- 1.3 These Terms and Conditions shall be read in conjunction with the applicable terms and conditions governing the relevant Services. In the event of conflict between these Terms and Conditions and the terms and conditions of such Service, the latter shall prevail. However, these Terms and Conditions shall prevail to the extent that the conflict relates to your access and use of our Platform and/or Services.
- 1.4 We work constantly to improve our services and develop new features. As a result, we reserve the right to make changes to these Terms and Conditions from time to time without prior notice. You should regularly visit this page to review the current Terms and Conditions so you are aware of any revisions that will apply to you. The amended Terms and Conditions will be effective from the date they are posted on the Platform. Your continued use of the Platform and/or Services after any updated Terms and Conditions are in effect will constitute your acceptance of the new Terms and Conditions.
- 1.5 We reserve the right to suspend, limit or terminate your use and access of the Platform and/or Services and/or to cancel your account at any time without further notice and for any reason whatsoever.

### **2. Definition**

#### **"Applicable Laws"**

means with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction and to which such person is subject;

<b>“Business Day”</b>	means a day on which banks are open for business in Malaysia (other than a Saturday or Sunday or gazetted public holidays);
<b>“Platform”</b>	refers to <a href="https://www.star-activation.com/en/home">https://www.star-activation.com/en/home</a> or any platform used to provide the Services, excluding any platform, software, website and/or application owned and/or operated by third parties that may be accessed through any page on <a href="https://www.star-activation.com/en/home">https://www.star-activation.com/en/home</a> ;
<b>“Services”</b>	means the provision of internet-based services offered by Star Activation, including but not limited to software development specializing in data analysis, training programs to enhance operational knowledge, and any additional services or products introduced by Star Activation on its platform from time to time.
<b>“user”</b>	means any individual or entity, including anyone who browses, accesses, views, uses and/or subscribes to the Services and/or the Platform.

Unless the context otherwise requires: (i) words denoting the singular shall include the plural and vice versa; and (ii) words denoting any one gender shall include all genders.

### **3. Acceptance of Terms**

- 3.1. The use of the Services and/or Platform governed by the Terms. Certain Services may have additional terms of use that apply. By accessing and using the Platform and/or Services, you agree to be bound by these Terms and Conditions and any additional terms of use that Star Activation may prescribe from time to time.
- 3.2. By continuing to access and use the Platform and/or the Services, you confirm that you have read, understood and consented to be bound by these Terms and Conditions. Furthermore, you acknowledge and accept all inherent risks associated with accessing, conducting, receiving and/or performing any Services any transaction via the Platform.

### **4. Registration, Use and Security**

- 4.1. To use the Services on our Platform, you are required to create an account with Star Activation in order to access the Services and features available on the Platform, which Star Activation may establish and maintain from time to time and in its sole discretion. In this regard, you are responsible for providing accurate, current and complete information about yourself or your entity. If you are providing information on behalf of another individual, you warrant and represent that you have obtained the individual's consent and authorization for them to be bound by these Terms and Conditions.
- 4.2. Your permission to use the Platform and/or the Services is conditional upon your agreement that you will comply with the Terms, including to provide accurate information when creating an account, registering with Star Activation. Star Activation has the absolute discretion to reject, approve, suspend or terminate the creation of an account with Star Activation and/or your usage of the Platform and/or Services.

- 4.3. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by Star Activation and/or the Platform and (b) maintain and promptly update such registration data to keep it accurate, current and complete and (c) you should not use another account without permission. If you provide any information that is untrue, inaccurate, outdated or incomplete, or where we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated or incomplete, Star Activation has the right to suspend or terminate your account and refuse any and all current or future use of the Service(s) (or any portion thereof) without any liability to you.
- 4.4. Star Activation reserves the right, at its sole discretion, to terminate, suspend and delete any dormant user account that has not been active for a period of **180 days** or longer, without prior notice to the user. For the purpose of this clause, an account shall be deemed active only if the user has conducted at least one (1) transaction within the preceding six (6) months. Upon such termination, Star Activation shall not be liable for any loss of data, information or access to the Services associated with the dormant account.
- 4.5. You are solely responsible for any activity that occurs on your account, and you must keep your account password secure. Star Activation shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the failure to comply with this section. You must notify Star Activation immediately of any breach of security or unauthorized use of their account. Star Activation shall not be liable for any losses caused by any unauthorized use of the Star Activation's account.
- 4.6. The information provided on the Platform may contain technical inaccuracies or typographical errors. Such information may be changed or updated at any time without prior notice. We reserve the right to make improvements, modifications and/or changes to the Platform, including adjustments to the fees and rates of the Services, without prior notice to you.
- 4.7. The Platform may not be accessible to all devices that connect to the Internet. You are solely responsible for ensuring that your end-user equipment and software meet the necessary requirements to access the Platform, and you assume all risk associated therewith.
- 4.8. We further reserve our right to limit, restrict or prohibit your access to and use of the Platform and/or the Services at our sole discretion, and we shall not be liable for such limitation or prohibition imposed on your access or use.

## **5. Terms and Conditions for Products and Services**

- 5.1. The content available on our Platform does not constitute an offer by us to sell products and services. Your request to purchase a product or service constitutes an offer made by you, which we may accept or reject at our sole discretion, subject to the terms and conditions in force at the time of our acceptance.
- 5.2. Upon submitting a request through our Platform to purchase a product or apply for the Services, and provided that such product or Service is available and your offer is accepted, you will receive a confirmation of your purchase or application.
- 5.3. You are responsible for ensuring that the details and information you provide while using our Platform and during the process of the Services are accurate, up to date and complete. You must ensure that you or the vendor (as the case may be) have the legal

right to carry out the transaction. You agree to provide all necessary documentation required for the transaction, including but not limited to, proof of identity, and any other documents that may be requested by Star Activation or relevant authorities.

- 5.4. You understand that any failure to provide accurate information or necessary documentation may result in delays or rejection of the transfer request, for which Star Activation shall not be held liable.

## **6. Instructions and Authorisations**

- 6.1. You will, at all times, be solely responsible for all instructions transmitted via the Platform, including but not limited to instructions related to the use of software, activation of digital products, training services, or any other services provided by Star Activation, regardless of whether such instructions were made by you or someone purporting to be you. You agree and acknowledge that Star Activation is entitled to rely on and treat any instruction submitted or effected using your account credentials, personal information, and biometric data as having been made, submitted, and effected by you.
- 6.2. All instructions transmitted to and/or received by Star Activation utilizing your account credentials, personal information, and biometric data will be deemed regular and genuine instructions made by you. For the avoidance of doubt, Star Activation shall not be obligated to verify the authenticity of such instructions.
- 6.3. Star Activation shall not be obligated to act on any request to cancel, revoke, reverse, or amend any instruction once it has been transmitted through the Platform.
- 6.4. You agree that Star Activation shall not be liable for any loss, damage, or liability arising from or in connection with the reliance on instructions submitted via the Platform using your account credentials, personal information, or biometric data, including actions taken by Star Activation in accordance with such instructions.

## **7. Fees and Charges**

- 7.1. To open an account with Star Activation, there may be a fee that will be disclosed to you at the time of registration. The fee is subject to change at Star Activation's sole discretion, and you will be informed of any changes prior to completing the account registration. This fee is non-refundable and payable to Star Activation using the payment method and manner prescribed by Star Activation.
- 7.2. Star Activation reserves the absolute right, at its sole discretion, to modify, amend, or revise any fees, charges, or costs associated with the Services at any time. Any changes to the fees will be communicated to you before the completion of any affected transaction, and your continued use of the Services thereafter shall constitute your acceptance of such fee changes.
- 7.3. Payment for the Services must be made through the designated payment methods available on our Platform. You acknowledge and accept that you are solely responsible for ensuring that your bank account or any other payment method used has sufficient funds to cover the full amount of the transaction. In the event of insufficient funds, the transaction may be rejected, and Star Activation bears no liability for any resulting consequences.
- 7.4. All fees, charges, and payments made to Star Activation in respect of the Services are final and non-refundable, irrespective of any circumstances or events, including but not

limited to the cancellation, termination, or failure of the Services, unless otherwise expressly stated by Star Activation in writing or as required by Applicable Law.

- 7.5. In the event of any dispute regarding the fees or charges, you agree that Star Activation's records and determinations regarding the applicable fees for the Services shall be final, binding, and conclusive, except in the case of manifest error.

## **8. Your Conduct**

- 8.1. You agree to use the Platform and Services solely for lawful purposes in accordance with these Terms and Conditions and all Applicable Laws. You further agree not to engage in any activity that infringes upon the rights of Star Activation, its affiliates, third parties, or other users, or that disrupts or inhibits the use and enjoyment of the Platform and Services by others. Any misuse or illegal use of the Platform or Services may result in the immediate suspension or termination of your account and potential legal action.
- 8.2. Star Activation grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable right to access, view, and use the Platform and Services strictly in accordance with these Terms and Conditions. Any violation of these Terms and Conditions may result in the immediate revocation of the rights granted without prior notice. You are prohibited from: (a) reselling, timesharing, sublicensing, or otherwise transferring your access to the Platform or Services; or (b) using the Platform for unauthorized commercial purposes without the express written consent of Star Activation. You further agree not to broadcast, copy, download, frame, reproduce, republish, or transmit in any form or manner any material from the Platform unless explicitly permitted by Star Activation.
- 8.3. Unless otherwise specified, the Services provided by Star Activation are applicable strictly within Malaysia, and any use of the Services outside this jurisdiction is prohibited. You agree to abide by all Applicable Laws and are solely responsible for your actions or omissions on the Platform, including the content of any communications made through the Platform. Recognizing the global nature of the internet, you agree to comply with all Applicable Laws regarding online behaviour, especially in the jurisdiction in which you reside.
- 8.4. You are prohibited from using the Platform in any manner that could damage, disable, overburden, or impair the Platform or its connected networks, or interfere with any other party's use and enjoyment of the Platform and/or Services. Unauthorized attempts to access the Platform, systems, or networks connected to it, whether through hacking, password mining, or other means, are strictly prohibited. You must not obtain or attempt to obtain any materials or information through means not intentionally provided by the Platform.
- 8.5. You agree not to alter, modify or tamper with any part of our Platform, including but not limited to any of its related technologies or functionalities.
- 8.6. You will not reproduce, trade, resell, or exploit access to the Platform or Services for commercial purposes, including any materials such as logos, graphics, sounds, images, or articles provided by Star Activation or other users. You are prohibited from using the Platform for advertising or soliciting business, including but not limited to promoting competing online services.
- 8.7. The Platform contains copyrighted materials, trademarks, and other proprietary information, including but not limited to text, software, photos, videos, graphics, music,

and sound. Star Activation owns or has obtained the copyright for the selection, coordination, arrangement, and enhancement of such content, as well as any original content.

- 8.8. You agree not to engage in any actions that compromise the operability, security, or integrity of the Platform. You must not cause unreasonable inconvenience, disruption, or harm to Star Activation, its users, or any third party connected to the Platform or Services.

## 9. **User-Generated Content**

- 9.1. The Platform allows you and other users to submit content. If you choose to submit content, you must do so in a civil and respectful manner. You agree not to:

- (a) mislead Star Activation or any other individual regarding your identity or the origin of the submitted content, nor falsely claim to represent any person, organization, or entity;
- (b) post or transmit any message, content or link to content that:
  - (i) you do not own or do not have the necessary rights to post or transmit;
  - (ii) is in violation of any applicable law, regulation, or third-party rights, or promotes illegal activity or conduct that would contravene any law, rule, regulation, or third-party right;
  - (iii) is abusive, hateful, homophobic, discriminatory, malicious, aggressive, threatening, violent, sexist, harassing, inflammatory, indecent, tortious, defamatory, knowingly false, misleading, deceptive, vulgar, obscene, offensive, scandalous, sexually explicit, profane, or otherwise objectionable;
  - (iv) incites hatred, racism, bigotry or physical harm of any kind;
  - (v) contains unsolicited or unauthorized material, including but not limited to advertising, promotional content, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, whether commercial or otherwise;
  - (vi) results in a breach of any confidence or confidentiality;
  - (vii) includes personal data or information about others without their explicit consent; and/or
  - (viii) may expose Star Activation to liability under any applicable intellectual property rights laws or any other laws or regulations.

- 9.2. By submitting your content, you grant the Group a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use your content in any manner to be determined in our sole discretion, including but not limited to on our Platform, in promotional e-mails and advertisements, and in any and all other marketing, promotional and advertising initiatives across any media now or hereafter developed. You also agree to waive any moral rights you may have as an author under copyright law with respect to the submitted content.

- 9.3. While we may moderate certain interactive portions of the Platform, we are not required to, nor should you expect that we will, take action in response to any content posted on the Platform. The views expressed by other users represent their own opinions and do not necessarily reflect the views or endorsements of eAuto. We do not endorse or approve any events or other activities posted by users.

- 9.4. We reserve the right to refuse to post any content you submit, and to remove, edit, or relocate any content posted on the Platform at any time, for any reason, including non-



compliance with these Terms and Conditions or for any other reason we deem appropriate in our sole discretion .

9.5. By submitting your content, you hereby agree and represent and warrant that:

- (a) you own all rights in and to your content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities to grant the rights to us;
- (b) you are solely responsible for your content and any consequences of its submission;
- (c) you have full capacity and authority to enter into these Terms and Conditions; and
- (d) our use of your content as described in these Terms and Conditions will not infringe upon any intellectual property rights, privacy rights, publicity rights, statutory rights, contractual obligations, personal or other rights of any third party, or any Applicable Law.

Star Activation will cooperate with law enforcement officials and comply with any court order regarding any claim or investigation relating to any content posted or activity undertaken by you on our Platform. We reserve the right to disclose your identity and any other relevant information as necessary in response to such

## 10. Termination/ Access Restriction

10.1. Without limiting any other provisions herein, we reserve the right to cancel, withdraw, terminate or suspend your access to the Services and your use of the Platform, in whole or in part, at any time and for any reason whatsoever, at its sole discretion and without notice to you.

10.2. You may terminate and close your account by emailing us at [support@staractivation.com](mailto:support@staractivation.com) or by contacting us at [60364164667](tel:60364164667). You shall provide the email address associated with your account and clearly state your intention to terminate your account.

10.3. In addition to any termination rights Star Activation may have under these Terms and Conditions, we may, at our sole discretion, suspend and/or terminate your account and access to the Platform and/or the Services:

- (a) we reasonably believe that fraudulent use of your account;
- (b) your account has been dormant for a period of **180 days** or longer;
- (c) you violate these Terms and Conditions or any Applicable Law related to the use of the Services;
- (d) any law, regulation, or governmental action renders all or any portion of the Platform and/or the Services unlawful or impracticable;
- (e) your use of your account impairs or threatens to impair the integrity or functionality of the Platform and/or the Services in any manner;
- (f) you have provided false or incomplete information in relation to your access to or use of the Services;
- (g) you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration or bankruptcy;
- (h) it is in Star Activation's opinion, it is in the public interest to suspend or terminate your access to the Platform and/or the Services;
- (i) it is in Star Activation's opinion, such termination, suspension or restriction is required to facilitate investigation into matters pertaining to suspected fraudulent and/or unauthorized (i) usage of Services, and/or (ii) access to Platforms;

- (j) we receive a notification or request from relevant authorities to terminate, suspend and/or restrict your access to Services regardless of whether the relevant authorities have the legal or valid authority to request us to do so; or
- (k) if we believe that you have violated or acted inconsistently with the Terms, or any other agreements entered between you and Star Activation.

10.4. You acknowledge and agree that if you deactivate your account or if we suspend or terminate your account, you will lose any information associated with your account, including the Submissions. Upon termination, all licenses and rights granted to you in these Terms will immediately cease.

10.5. You further acknowledge and agree that we shall not be liable to you or any third party for any termination of your access to the Platform and/or Services. By accepting these Terms and Conditions, you hereby release Star Activation from any and all liability arising from such termination. The provisions of Clause 7, 10, 11, 12, 13, 14, 15, 16, and 24 shall survive the termination of these Terms and Conditions.

## **11. Disclaimer and Limitation of Liability**

11.1. You expressly understand and agree that: -

- (a) you use the Platform and the Services is at your own risk. Star Activation disclaims all warranties of any kind, whether express or implied, to the fullest extent permitted by law, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- (b) we makes no warranty that (i) the Platform and the Services will meet your specific requirements, (ii) the Platform and the Services will be uninterrupted, timely, secure, or error-free, (iii) the results obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Platform will meet your expectations, and (v) any errors in the software/system will be corrected; and
- (c) any material downloaded or otherwise obtained through the use of the Platform and the Services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that may result from downloading such material.

11.2. Star Activation shall not, under any circumstances, be liable for any loss or damage arising from your use of or inability to access the Platform and Services, whether based in contract, tort, negligence, strict liability, or any other legal theory. This includes, but is not limited to, direct or indirect, special, incidental, consequential, or punitive damages, as well as loss of profits or savings. This liability exclusion applies in connection with your access to or use of the Platform and Services (or any third-party links to or from the Platform), reliance on the information contained on the website, and any technical, hardware, or software failures, including interruptions, errors, omissions, delays in operation, computer viruses, or any other similar issues.

11.3. Star Activation shall not be responsible or liable for any claims, losses of profits, revenues, or data, or for any financial losses, indirect, special, consequential, exemplary, or punitive damages caused by any third party or relevant authority, including but not limited to: -

- (a) any discretion exercised by any third party or relevant authority;
- (b) the closing/cancellation of programs by any third party or relevant authority;



- (c) delays on the part of any third party or relevant authority in processing your application; and
- (d) your failure to comply with any requirements set by any third party or relevant authority.

11.4. If you are dissatisfied with the Platform, the Services, the materials available on or through the Platform or with the provisions of these Terms and Conditions, you agree that your sole and exclusive remedy is to discontinue your use of the Platform and any Services provided.

11.5. To the extent permitted by law, Star Activation, shall not be liable for any loss of profits, revenues, or data, nor for any financial losses, indirect, special, consequential, exemplary, or punitive damages.

11.6. To the fullest extent permitted by law, Star Activation's total liability for any claim arising under these Terms and Conditions and/or in connection with the provision of the Services, including any implied warranties, shall be limited to the amount you have paid us for the Services related to the claim, or, at our discretion, to the re-provision of those Services. For the avoidance of doubt, Star Activation will not be liable for any loss or damage over and above the Services provided.

## 12. Indemnity

12.1. In addition to and without prejudice to any other rights or remedies we may have (whether at law or otherwise), to the fullest extent permitted by law, you hereby irrevocably agree to indemnify and hold the Group harmless from and against all losses, cost, charges, and expenses whatsoever, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur as a result of:

- (a) your failure to comply with any of these Terms and Conditions, the Terms and any other agreements entered into between you and Star Activation;
- (b) our action taken in accordance with your instructions regarding the provision of the Services or as otherwise permitted under these Terms and Conditions;
- (c) our reliance on and actions based on any request received from you in good faith;
- (d) preservation or enforcement of our rights under these Terms and Conditions;
- (e) any claim made by a third party alleging infringement of intellectual property or proprietary rights against Star Activation in connection with your use of the Platform and/or the Services;;
- (f) any action taken by any party against you or any account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the account; and
- (g) any involvement by us in any proceedings of whatever nature for the protection of or in connection with your account.

12.2. The provisions of this clause are intended for the benefit of the Group, as well as its officers, directors, employees, agents, shareholders, licensors, and suppliers of the Platform. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on their own behalf.

## 13. Links To Third Party Sites

13.1. The Platform may contain links to other third party websites or resources ("**Third Party Sites**"). You acknowledge and agree that these Third Party Sites are necessary for us

to provide the Services. Such Third Party Sites are provided solely for your convenience, and Star Activation makes no representations and/or warranties, whether express or implied, for the use of such Third Party Sites. We shall not be responsible or any malfunctioning of Third Party Sites. We have no control over these Third Party Sites and are not liable for the contents of any Third Party Sites, including without limitation any link contained in a Third Party Sites and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for reviewing and abiding by the privacy statements and terms of use posted at the Third Party Sites, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, trojan horses and other items of a destructive nature. By using the Platform, you expressly relieve us from any liability arising from your use of and Third Party Sites.

- 13.2. Any interactions with third parties (including advertisers) through the Third Party Sites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that Star Activation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from a Third Party Site constitutes a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. We have no responsibility or liability for any merchant or your relationship with such merchant.

#### 14. **Data Protection**

- 14.1. You hereby represent and warrant that you have obtained all necessary consents from the data subjects to disclose their personal information to Star Activation , in accordance with the Personal Data Protection Act (“**PDPA**”) 2010. This consent includes, but is not limited to, consent for the collection, processing, and transfer of their personal information for the purposes outlined in these Terms and Conditions and provision of the Services.
- 14.2. You acknowledge and agree that Star Activation may disclose personal information to third parties as necessary to fulfil the Services provided under these Terms and Conditions, and that such disclosure will be made in compliance with all Applicable Laws and regulations, including the PDPA 2010. This may include, but is not limited to, sharing information with service providers, partners, or other entities that assist Star Activation in delivering the Services. You must take reasonable steps to ensure that the personal information is accurate, complete, and up-to-date.
- 14.3. You agree to indemnify and hold Star Activation harmless from any claims, losses, or damages arising from your failure to obtain the necessary consents, from any breach of this clause, or from any violations of the PDPA.

#### 15. **Disclosure and Confidentiality**

- 15.1. You hereby agree, give your consent to and authorise us to divulge, reveal and/or otherwise disclose any and all particulars and information provided by you, including any details regarding your transactions or dealings with Star Activation to: -
- (a) other companies within the Group;

- (b) our agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
- (c) any potential transferee or assignee with whom we are negotiating the transfer, assignment and novation of the rights or obligations under or by reference to these Terms and Conditions; and
- (d) such third parties and for the purpose(s) as identified in our Privacy Notice under the heading of 'Our Disclosure of Your Personal Information' and 'Our Use Of Information Collected From You' respectively.

15.2. We reserves the right to disclose any personal information provided by you without prior consent if, in good faith, we determine that such disclosure is necessary for any of the following purposes: -

- (a) to verify, execute and/or complete any instructions provided by you in connection with the Services;
- (b) to facilitate the provision of the Services;
- (c) to comply with applicable legal or regulatory requirements, or to respond to any judicial, governmental, or legal process;
- (d) to protect and enforce the rights, property, or legitimate interests of the Group and/or its users;
- (e) to enforce or apply these Terms and Conditions; and/or
- (f) to safeguard the interests of Star Activation and its Group, including but not limited to the detection, prevention, and investigation of fraudulent activities, crimes, or other unlawful conduct, and the apprehension or prosecution of offenders.

15.3. You acknowledge and agree that we may, at its sole discretion, retain and maintain any personal information provided by you or related to your use of the Platform and/or the Services for the duration of your continued usage of the Platform and/or the Services. You hereby expressly agree that the consent granted under these Terms and Conditions cannot be revoked or withdrawn in circumstances where the disclosure of your personal information is necessary to:

- (a) facilitate the provision of the Service;
- (b) fulfil our contractual obligations to you; or
- (c) comply any applicable legal or regulatory requirements.

15.4. For further details information regarding the use and disclosure of your personal information please refer to our [Privacy Notice](#).

## 16. **Sanctions and Anti-Money Laundering**

16.1. You hereby represent, warrant and undertake that:

- (a) You have not engaged, and shall not at any time engage, directly or indirectly, in any transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (b) You have not and shall not acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of, or use proceeds of an unlawful activity or instrumentalities of an offence;
- (c) You have not and shall not remove from or bring into Malaysia proceeds of an unlawful activity or instrumentalities of an offence;

- (d) You have not and shall not conceal, disguise, or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of proceeds of an unlawful activity or instrumentalities of an offence;
- (e) You will at all times comply with all Applicable Laws, including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("**AMLA 2001**");
- (f) You shall be fully liable for any legal consequences, penalties, and damages incurred by us due to your contravention of Applicable Laws; and
- (g) You acknowledge that breaches of AMLA 2001 and other sanction requirements are non-negotiable and may result in severe legal repercussions.

16.2. You acknowledge and agree that: -

- (a) We are required to comply with all Applicable Laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards, and practices, including but not limited to AMLA 2001;
- (b) We are entitled to take any action or refrain from doing any act or thing necessary to ensure compliance with Applicable Laws;
- (c) If we, at our sole discretion, determine that carrying out a transaction would be unlawful or in contravention of any Applicable Laws, including but not limited to any alert or positive match resulting from background checks on you or any related third party involved in the transaction (such as vendors, developers, promoters, agents, trustees, or suppliers), we are entitled to refuse to execute the transaction;
- (d) If your account is suspended, cancelled, or terminated due to our compliance with Applicable Laws, you acknowledge that we are not liable for any resulting loss or damages;
- (e) We shall have the right to exercise any and all remedies available to us under the Applicable Laws or otherwise;
- (f) You shall provide us with any documents or information we may require to ensure compliance with Applicable Laws; and
- (g) We are entitled to suspend or terminate your access to the Platform and Services until further notice or until we receive a revocation or variation order from the relevant enforcement agency.

16.3. We shall not be liable for any loss or damage resulting from any action taken in good faith to comply with anti-money laundering, anti-terrorism financing, or sanctions obligations, including but not limited to reporting suspicious transactions, freezing of accounts or funds, or refusing to process a transaction, in accordance with legal requirements.

## 17. Intellectual Property Rights

17.1. Unless otherwise stated in separate agreements, the users shall have no copyright or other intellectual property rights in the Platform and the metadata, datasets, data and other content hosted and accessed therein.

17.2. Unless otherwise stated in separate agreements, the copyright, trade mark and other intellectual property rights in the Platform and its contents, including but not limited to the logo, icons, text, images, graphics, sound files, animation files, video files, metadata, datasets, data and all software code underlying and forming part of the Platform, are the sole and exclusive property of Star Activation and/or its licensor(s).

17.3. You acknowledge and agree that:

- (a) No part of the Platform, its contents, or any intellectual property associated with it may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of Star Activation.
- (b) Any unauthorized use, reproduction, or distribution of any part of the Platform or its contents constitutes a violation of Star Activation's intellectual property rights and may result in legal action, including but not limited to claims for damages, injunctive relief, and other legal remedies available under Applicable Laws.
- (c) You do not acquire any ownership rights or any other interest in any intellectual property by using the Platform and/or the Services, and your use is strictly limited to personal or internal business use as permitted under these Terms and Conditions.

## **18. Severability**

18.1. If any provision of these Terms and Conditions is, or becomes, invalid, illegal, or unenforceable under any Applicable Laws, such provision shall be deemed severed from these Terms and Conditions and shall not affect the validity or enforceability of the remaining provisions. The remaining provisions shall continue to be in full force and effect, provided that the severed provision does not alter the fundamental nature of the agreement or the parties' obligations.

18.2. In the event of such severance, the parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid, enforceable, and legal provision that, to the maximum extent possible, achieves the intended commercial purpose of the original provision.

## **19. No Waiver**

19.1. You agree that any delay or failure by us to exercise any right, power, or remedy under these Terms and Conditions, or to insist on strict compliance with any of your obligations, shall not operate as a waiver of that or any other right, power, or remedy, nor shall it preclude or restrict any further exercise of such rights, powers, or remedies. Any waiver or acquiescence of any breach shall not be deemed a waiver of any subsequent breach, and we reserve the right to exercise our rights and remedies at any time, even after any delay or period of inaction.

## **20. Assignment**

20.1. These Terms and Conditions shall be binding upon and inure to the benefit of both you and us, as well as your and our respective successors, heirs, and permitted assigns. These Terms and Conditions shall remain enforceable against you notwithstanding: -

- (a) Any change in our name, structure or constitution; or

- (b) Any consolidation, merger, or amalgamation by us with or into any other entity, in which case such entity shall automatically assume our rights and obligations under these Terms and Conditions without requiring your consent.

20.2. We reserve the right to assign, transfer, or delegate any or all of our rights, obligations, or interests under these Terms and Conditions to any third party at our sole discretion, without prior notice or consent from you.

## 21. **Governing Law**

21.1. These Terms and Conditions shall be governed and construed in accordance to the laws of Malaysia.

## 22. **Notices**

22.1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by A.R. registered post with recorded delivery, or by electronic mail addressed to the intended recipient thereof at its address or at its electronic mail address set out in these Terms and Conditions (or such other address or electronic mail address as a party to these Terms and Conditions may from time to time duly notify the others in writing).

22.2. Notices to you will be sent to the email address you provided during your registration or to any other address you may specify in writing. It is your responsibility to ensure that your contact information is current and accurate

22.3. Notices to Star Activation shall be sent to the following address:

Address: D-35-01 & D-35-02, Menara Suezcap, Bangsar South, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur  
Email: [support@staractivation.com](mailto:support@staractivation.com)

22.4. Any notices sent by A.R. registered post shall be deemed to have been received three (3) Business Days after the date of mailing. Notices sent via email shall be deemed to have been received on the date of transmission, provided that no bounce-back message or other indication of failure to deliver is received.

22.5. You agree that electronic communications may be used to satisfy any legal requirement that such communications be in writing.

## 23. **Dispute Resolution**

23.1. In the event of any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, including any breach, termination, or validity thereof (hereinafter referred to as "**Dispute**"), the parties shall endeavour to settle by amicable agreement any disputes arising between them regarding these Terms and Conditions. In the event of a dispute, the disputing party must give the other a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested ("**Notice of Dispute**").

23.2. Any Notice of Dispute must be sent to Star Activation via email at [support@staractivation.com](mailto:support@staractivation.com). Star Activation will send any Notice of Dispute to you via



mail or email. The parties shall attempt to resolve the Dispute through informal negotiation within thirty (30) days from the date the Notice of Dispute is sent.

23.3. If the parties fail to reach an amicable arrangement within thirty (30) days, the Dispute shall be resolved through mediation in accordance with the AIAC Mediation Rules in effect at the time of mediation. If the Dispute remains unresolved for sixty (60) days after the commencement of mediation, either party may refer the Dispute to arbitration administered by the Asian International Arbitration Centre ("**AIAC**") under the AIAC Arbitration Rules ("**AIAC Rules**") in effect at that time, which rules are incorporated by reference into this clause. The seat of arbitration shall be Kuala Lumpur, Malaysia, and the tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English, and the parties agree that the arbitration award shall be final and binding.

23.4. Each party shall bear its own costs and expenses related to the arbitration, including the fees for the services of the arbitrator, unless the arbitrator decides otherwise in the arbitration award.

#### 24. **Updates to our Platform**

We may from time to time provide enhancements or improvements to the features/ functionality of the Platform, which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates**"). Updates may modify or delete certain features and/or functionalities of the Platform. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the Services, and (ii) subject to these terms and conditions.

#### 25. **No Warranties**

25.1. You acknowledge and agree that the Services are provided on an "as-is" and "as available" basis to you and with all faults and defects without warranty of any kind, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion. To the maximum extent permitted under Applicable Laws, Star Activation, on its behalf, the Group, licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, that may arise out of course of dealing, course of performance, usage of the Platform. Without limitation to the foregoing, we provide no warranty or undertaking, and makes no representation of any kind that the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

25.2. Without limiting the foregoing, neither us nor any provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Services, or the contents included thereon; (ii) that the Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Services; or (iv) that the Services, its servers, the content, or e-mails sent from or on behalf of us are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## **26. Integral Part of These Terms and Conditions**

You hereby acknowledge that the respective Privacy Notice and all other terms and policies that may be prescribed by Star Activation from time to time shall constitute an integral part of these Terms and Conditions.