



## TERMS OF SERVICE

### INTRODUCTION

Welcome. It is important that you familiarize yourself with these terms as you become a member of the Jran Community.

**Jran My Network Sdn Bhd** (Company No.1432266-U) (“Jran”, “we”, “our” or “us”) owns the website [www.jran.com.my](http://www.jran.com.my) (“**the Website**”) and “Jran” mobile application (“**the App**”). We provide website and App features, products and services when you visit or access our Website and our App (“**the Services**”). By using the Services, you are deemed to have agreed to our terms and conditions set out herein and our privacy policy. Where applicable, you will be subject to additional terms of use when you use a specific Service provided by us or third party. The terms and services herein, privacy policy and additional terms (if applicable) are collectively referred to as “Terms and Conditions”. Your use of the Services will be subject to these Terms and Conditions. Please read them carefully before using of Services.

### ACCEPTING THE TERMS OF SERVICE

**By using the Services, you agree to these Terms of Service and its forms a binding Agreement. If you do not agree to these Terms of Services, you must not use our Services.**

### NOTICE OF CHANGES AND MODIFICATION

Jran reserve the right to vary, amend, modify or revise these Terms of Service from time to time. If we revise these Terms of Service, such changes will be effective when they are posted on our Website or App and your continued use of the Services following such revision constitutes your acceptance to the revised Terms and Conditions. You agree that we may automatically upgrade the Services and these Terms of Service will apply to such upgrades. Jran shall not be responsible or liable for any material, financial or life losses due to no response or slow response of our system when using of the SOS function the emergency or SOS function in the App. Jran shall not also be responsible or liable for any material, financial or life due to use of the Website or the App.

### ENTITLEMENT TO THE SERVICES

To be entitled to the Services, you agree to these Terms of Service and our privacy policy. You agree to use the Services in compliance with these Terms of Service and all applicable laws. When you create your Jran account (“**the Account**”), you must provide us with correct, accurate and complete information about yourself as prompted in the registration form. You represent and warrant that (a) all required registration information you submit is truthful and accurate, (b) that you will maintain the accuracy of such information and (c) your use of the Services does not violate any applicable laws. You may terminate your Account at anytime for any reason whatsoever at your solen discretion . We may suspend or terminate your Account for any unauthorized or false representation of the account and/or registration information and/or violation of any of the Terms of Service and/or breach of any provisions of laws. You are responsible for maintaining the confidentiality of your Account details, login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms of Service and bind the entity to these Terms of Service and that you agree to these Terms of Service on behalf of the entity.

#### **RESTRICTIONS ON USE**

The material on this site is protected by copyright and trademark laws. You may not modify, copy, reproduce, republish, reverse engineer, decompile, upload, post, transmit or distribute in any way any material from this site including code and software without our express permission. You are granted a non-exclusive, non-transferable, revocable license to access and use the Services in strict accordance with this Terms of Service. If you use the Services in violation of this Terms of Service or any applicable law, we may elect to terminate this limited license and take whatever steps are necessary to terminate your Account and all our rights against you are reserved.

#### **CONTENT OF THE SERVICES**

You may post content, including own organization details, photos, events details, and other articles. Anything that you post or otherwise make available on the Website or the App is referred to as "Membership Content." You retain all rights in and are solely responsible for the Membership Content you post on Jran's Website or App. You grant Jran a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform and distribute your Membership Content on Jran's Website or App solely for the purposes of operating, developing, providing and using the Services. Nothing in these Terms of Service shall restrict other legal rights to Membership Content. We reserve the right to remove or modify Membership Content for any reason whatsoever including Membership Content that we believe violates these Terms of Service or our policies. Following termination or deactivation of your Account or if you remove any Membership Content from Jran, we may retain your Membership Content for a commercially reasonable period of time for backup, archival or audit purposes. Jran may retain and continue to use, store, display, reproduce, modify, create derivative works, perform and distribute any of your Membership Content that you have stored or shared through Jran.

You agree that our Services allow messaging and sharing of your Membership Content in many ways and may seen, copied and used by other members or users of Jran

#### **MOBILE SERVICES**

With respect to the use of Jran's Services on a mobile device, please be aware that you must consult your mobile service provider in relation to any charges for data services that are incurred through the use of the Services as we are not responsible for these charges and by using the Services, you agree that we may communicate with you regarding Jran by text message, e-mail or push notification that is consistent with your privacy preferences set out in your profile and by using the Services, you acknowledge and agree that if the Services we provide include any location-based services, your location may be shared with us as well as other Jran users and any third-party partners in a way that is consistent with your privacy preferences as set out in your Jran profile.

#### **LICENSE TO JRAN**

By posting messages, uploading files, inputting data, linking to data or files from third-party sites or engaging in any other form of communication through our Services, you are granting Jran a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to:-

- (i) use, copy, sublicense, adapt, transmit, publicly perform or display any such communication; and
- (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication.

The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to the rights under publicity, copyright, trademark, service mark or patent laws under any relevant jurisdiction.

#### **RIGHT TO LINK AND THIRD PARTY CONTENT**

You may link Jran Website and/or App provided that you:-

- (i) do not remove, resize or otherwise alter advertisements or legal notices on the Website and/or the App to which you link;
- (ii) do not engage in illegal, inappropriate or pornographic conduct on your sites; and
- (iii) terminate links to our Websites immediately upon our request.

Jran and/or our users may provide links and pointers to Internet sites maintained by third parties, including advertisers on the Website and/or the App. We do not operate or control in any respect any information, products or services on these third-party sites. The materials on the Website and/or the App and the third-party sites are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Jran disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functions contained in any materials will be uninterrupted or error-free, that defects will be corrected or that this site including bulletin boards or the server that makes it available are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of the materials on the Website and/or the App or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise. You (and not Jran) assume the entire cost of all necessary maintenance, repair or correction of your Member Content.

Without limitation, Jran makes no warranty with regard to any products, services or rewards obtained by members through Jran or our advertisers or partners. In the event that a third-party business, including but not limited to an advertiser on the Website and/or the App fails to honour an incentive, deal promotion, coupon or services communicated by way of the Websites and/or the App, Jran cannot be held liable in any fashion for the conduct of that third-party business. You acknowledge and agree that third-party content on the Website and/or the App represents the thoughts, sentiments, intentions and services of that third-party and not the services or views of Jran. In addition, you acknowledge and agree that Jran shall not be liable for any offensive, pornographic, defamatory, incorrect, false, obscene, or otherwise unlawful content posted on our Website and/or the App.

#### **RESTRICTIONS**

By using Jran's Services (either on the Website or the App), you agree not to do any of the following while using our Services:-

- (a) post upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that:-
  - (i) infringes, misappropriates or violates a third party(s) patent copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - (iii) is fraudulent, false, misleading or deceptive;
  - (iv) is defamatory, obscene, pornographic, vulgar or offensive;

- (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or
- (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances);
- (b) use, display, mirror, frame or utilize framing techniques to enclose the Website or the App or any individual element or materials within the Website and/or the App, Jran's name, any of Jran's trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without our express written consent;
- (c) access, tamper with, or use non-public areas of the Website and/or the App, our computer systems or the technical delivery systems of Jran's providers, attempt to probe, scan or test the vulnerability of any of Jran's system or network or breach any security or authentication measures;
- (d) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Jran or any of our providers or any other third party (including another user) to protect the Jran's Services and/or the Website and/or the App;
- (e) attempt to access or search our Services and/or the Website and/or the App or download content from our Services or through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Jran or other generally available third party web browsers;
- (f) send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (g) use any meta tags or other hidden text or metadata utilizing a Jran trademark, logo, URL or product name without our express written consent;
- (h) use our Services and/or the Website and/or the App or content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Service;
- (i) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting or in any way use our Services and/or the Website and/or the App or content to send altered, deceptive or false source-identifying information;
- (j) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide our Services and/or the Website and/or the App or content;
- (k) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending virus, overloading, flooding, spamming, or mail-bombing the Website and/or the App.
- (l) collect or store any personally identifiable information from the Website and/or the App or Services from other users of our Services and/or the Website and/or the App without their express permission;
- (m) impersonate or misrepresent your affiliation with any person or entity;
- (n) violate any applicable law or regulation;
- (o) contact anyone who has asked not to be contacted or make unsolicited contact with anyone for any commercial purpose;
- (p) stalk or otherwise harass anyone;
- (q) collect personal data about Jran's users for commercial or unlawful purposes;
- (r) post non-local or otherwise irrelevant content or repeatedly post the same or similar content;

- (s) post identical or similar messages repeatedly to different Community or Neighbourhoods or locations;
- (t) use any form of automated device or computer program that enables the submission of postings on the Website and/or the App without each posting being manually entered by the author thereof, including without limitation, the use of any such automated posting device to submit postings in bulk or for automatic submission of postings at regular intervals.

#### **PDPA CONSENT**

By using Jran's Services, you agree that Jran My Network Sdn Bhd may collect, use and disclose your personal data. Jran, Resident Association, Management Committee and the alike entity/individuals including Administrators of the App have the right to use your information submitted for verification purposes and other purposes necessary for the operation of the Website and/or the App in accordance with the Personal Data Protection Act 2012 for:-

- (i) the processing of the membership application;
- (ii) the administration of the membership with Jran; and
- (iii) the Jran's privacy policy purposes.

For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2012 including all data you had disclosed to us in using the Services.

#### **TERMINATION**

This Terms of Service commences on the date you first use of our Services and/or the Website and/or the App and will remain in full force and effect while you use our Services and/or the Website and/or the App unless earlier terminated in accordance with this Terms of Service.

We may

- (a) suspend your rights to use our Services and/or the Website and/or the App and/or your Account or
- (b) terminate this Terms of Service,

at any time for any reason at our sole discretion with or without notice to you, including, if we in good faith believe that you have violated any of the Terms of Service or any laws. Without limiting the foregoing, we reserve the right to terminate our agreement with any user who repeatedly infringes third party copyright rights upon prompt notification to us by the copyright owner or the copyright owner's legal agent. Upon termination of this Terms of Service, your Account and right to use our Services and/or the Website and/or the App will automatically terminate forthwith.

#### **ACTS BEYOND CONTROL**

Jran shall not be liable to you or any other person for any delay or failure in the performance of the Website or App or our Services or for any loss or damages of any nature whatsoever suffered by such person due to disruption or unavailability of communication facilities, utility or Internet service provider's failure or acts of war, acts of terrorism, acts of vandalism, lightning, fire or other acts of God, strike, unavailability of energy sources or any other causes beyond the reasonable control of us.

#### **DISCLAIMERS**

Under no circumstances, including but not limited to negligence, shall Jran or its associates or affiliates shall be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use of our Services and/or the Website and/or the App. You specifically acknowledge and agree that Jran shall not be liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any of our Services, material or with any of these Terms of Service, your sole and exclusive remedy is to discontinue using our Services.

Our Services and/or the Website and/or the App and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. **JRAN MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND PROVIDE THE SERVICES, INCLUDING THE CONTENT AND INFORMATION, ON AN AS IS WHERE IS BASIS AND AS AVAILABLE BASIS. TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, JRAN DISCLAIMS ALL OR ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** We take no responsibility and assumes no liability for any content posting by you or any other user or third party posts or transmits using our Services. You understand and agree that you may be exposed to content posting that maybe inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose and Jran shall not be held liable for such posting as it is our beyond our control, which shall be solely in the absolute control and management your group Administrator.

#### **OTHER TERMS**

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Jran reserves all of its intellectual property rights in the Services and the trademark, logos and graphics used in connection with the Services are the trademark of Jran and/or the respective owners.

This Agreement constitutes the entire contractual agreement between you and Jran and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Services and/or the Website and/or the App. This Agreement may be amended at any time by us without specific notice to you. It is your responsibility to review the most up-to-date version of this Agreement prior to using the Services and/or the Website and/or the App. We reserve the right, at any time, to modify, suspend, or discontinue the Services and/or the Website and/or the App or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services and/or the Website and/or the App or any part thereof.

Jran may transfer, assign, sublicense or pledge, in any manner whatsoever, any of its rights and obligations under this Agreement to a subsidiary, affiliate or successor thereof or to any third party whatsoever without notifying you or receiving your consent. Any waiver (express or implied) by Jran of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. No provision of the Agreement may be waived except by a written instrument expressly waiving such provision and signed by a duly authorized officer of Jran. By using our Services, you agree that this Agreement shall be governed in all respects, including the validity, interpretation and effect, by the laws of the Malaysia and the exclusive venue for dispute shall be the Courts of Malaysia. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

#### **OUR CONTACT DETAILS**

Should you have any queries, concerns or complains in relation to this Terms of Service, you may contact our Team at [support@jran.com.my](mailto:support@jran.com.my).