



ZORALab Enterprise (201603356108)

+60129815172 | [hello@zoralab.com](mailto:hello@zoralab.com)

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

# ZORALab Terms and Conditions

for

## Product and Services Sponsorship

Version v1.0.0

This Agreement is made

BETWEEN

1. ZORALAB ENTERPRISE (Business Registration Number: 2016033556108) of B-17-09, Green Park Residences, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter referred to as "ZORALab")

AND

1. YOU where you are such person/entity authorized to sponsor one or more ZORALab's Product and Service subjected to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force (hereinafter referred as "Sponsor")

(Sponsor shall be collectively referred to as "Sponsoring Parties")

(ZORALab, and the Sponsoring Parties shall be collectively referred to as "Parties")

WHEREAS:

- A) The Sponsoring Parties are desirous of financially sponsoring one or more ZORALab's Products and Services (as defined in this Agreement). At the request of the Sponsoring Parties, ZORALab agrees to provide the stipulated Token of Appreciation to the Sponsoring Parties upon the terms and subject to the conditions set out in this Agreement.

NOTE THE PARTIES ARE AGREED as follows:



## 1. Definitions

- 1.1. Words importing the singular number includes the plural number and vice versa.
- 1.2. Words importing the masculine gender including feminine.
- 1.3. For the purpose of this Agreement, all capitalized terms not defined herein shall have the meaning set forth in General Terms and Conditions. All other terms not defined herein shall have the meaning as may generally accepted by industrial based on context used herein.

<b>Agreement</b>	Means this ZORALab Products and Services Sponsorship Terms and Conditions terms sheet.
<b>Product and Service</b>	Means any product and/or service program offered by ZORALab for Sponsoring Parties benefits.
<b>General Terms and Conditions</b>	Means the terms and conditions stipulated in ZORALab General Terms and Conditions terms sheet that is applicable across all ZORALab platform, ecosystem, Products, and Services.
<b>Payment</b>	Means the monetary exchange using the government approved currency in the form of but not limited to cash, cheque, and/or bank transfer.
<b>Sponsorship</b>	Means the financial support product readily purchasable by the Sponsoring Parties as an act of providing financial supports to ZORALab's one or more Product and Service.
<b>Token of Appreciation</b>	Means the returning service from ZORALab as advertised to the Sponsoring Parties after Sponsorship Purchases such as but not limited to affiliated advertising and recognition.
<b>You or Yours</b>	Means the Sponsoring Parties.



**ZORALab Enterprise (201603356108)**

+60129815172 | [hello@zorallab.com](mailto:hello@zorallab.com)

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

## **2. General Terms and Conditions Compliance**

- 2.1. For the avoidance of doubt, this Agreement shall always be read together with ZORALab's General Terms and Conditions side-by-side where the latter shall be processed, comprehended, signed, and ratified before the former.
- 2.2. In lieu with Clause 2.1, in the event of inconsistency between this Agreement and the General Terms and Conditions, the former shall prevail.
- 2.3. The Sponsoring Parties shall sign the General Terms and Conditions Agreement and this Agreement in order to fully ratify the latter.
- 2.4. In lieu with Clause 2.3, should the Sponsoring Parties had signed and ratified the General Terms and Conditions prior to this Agreement, its legal ratification shall be carried forwarded to this Agreement and the signing of General Terms and Conditions shall be seamlessly treated as completed.

## **3. Availability and Eligibility**

- 3.1. The Product and Service Sponsorship is available since December 18, 2018 and shall continue to be available until further notice issued by ZORALab.
- 3.2. In lieu with Clause 3.1, any extension or discontinuation of the Product and Service Sponsorship shall be sole discretion of ZORALab.
- 3.3. The Sponsorship shall be eligible for anyone above legal age of 18 and shall be financially capable of performing the selected Sponsorship Payment.
- 3.4. The Sponsoring Parties acknowledged, agreed, and declared that the Sponsorship and the Sponsoring Parties both shall and currently not involved in any activities deemed illegal in one or more countries notably The Sponsoring Parties' and ZORALab's countries of operations such as but not limited to Malaysia, Singapore, Japan, United States, European Union members, and United Kingdom.
- 3.5. Notwithstanding the aforementioned, ZORALab reserves the right at its sole discretion to include any other Sponsor who ZORALab deems fit for the Sponsorship.



**ZORALab Enterprise (201603356108)**

+60129815172 | [hello@zorallab.com](mailto:hello@zorallab.com)

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

- 3.6. The Sponsoring Parties shall continue to enjoy the Token of Appreciation as long as the sponsored Product and Service remains active and offered by ZORALab.
- 3.7. ZORALab reserves the full right to make any alteration or changes to its Product and Service or any part thereof, or suspend the Product and Service or any part thereof with or without prior notice and ZORALab shall not be liable for any losses or inconveniences to the Sponsoring Parties resulting therefrom.
- 3.8. ZORALab may assign or novate all or parts of the Agreement to any third-party by written notice without prior consent from the Sponsoring Parties and the Sponsoring Parties agree to make all subsequent Payments whenever applicable to ZORALab as instructed in such further notice.

#### **4. Agreement Ratification and Sponsorship Activation**

- 4.1. The Sponsorship shall be Activated (referred to Clause 1 of General Terms and Conditions) automatically upon receiving Payment from the Sponsoring Parties for the selected Product and Service.
- 4.2. In lieu with Clause 4.1 where the Sponsorship is Activated, both General Terms and Conditions and this Agreement shall be unilaterally treated as read, agreed and ratified automatically by the Sponsorship Parties with ZORALab.
- 4.3. The Sponsorship shall commence on the Activation (referred to Clause 1 of General Terms and Conditions) date and shall continue to be effective until termination or completion of the selected Product and Service.

#### **5. Termination**

- 5.1. Prior to the Sponsorship Activation (referred to Clause 4), the Sponsoring Parties may only terminate this Agreement by giving ZORALab prior written notice before any execution is done. Otherwise, the Sponsorship shall be deemed executed and no termination request shall be processed until the completion of the Sponsorship executions.



**ZORALab Enterprise (201603356108)**

+60129815172 | [hello@zorallab.com](mailto:hello@zorallab.com)

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

- 5.2. Upon the completion of the Sponsorship execution and towards the unforeseeable future, the Sponsoring Parties may then be able to terminate this Agreement by giving ZORALab prior written notice at any given time.

## **6. Sponsorship Product and Service Nature**

- 6.1. The Sponsoring Parties comprehend and acknowledge that the Sponsorship is a media sponsorship focusing on marketing affiliation by promoting the Sponsoring Parties across ZORALab Product and Service publications.
- 6.2. The Sponsoring Parties shall be charged for each Sponsorship purchase offered by ZORALab for its Products and Services based on the respective charges prominently displayed at the Web Portal (referred to Clause 1 of General Terms and Conditions).
- 6.3. Should the Sponsorship be made, the Sponsoring Parties agree and shall perform 100% full Upfront Payment to ZORALab for the selected Sponsorship.
- 6.4. While ZORALab is committed to protect the Sponsoring Parties' Sensitive Data (referred to Clause 1 of General Terms and Conditions), The Sponsoring Parties acknowledge that ZORALab does not guarantee unauthorized or accidental access to such data.
- 6.5. Due to the global nature of integration, the Sponsoring Parties hereby granted ZORALab to transfer Sensitive Data (referred to Clause 1 of General Terms and Conditions) to parties such as but not limited to, datacenter located in other countries that may or may not have a different data protection regime that is found in Malaysia.
- 6.6. The Sponsoring Parties acknowledge that ZORALab shall not offer and provide any post support services upon completion as ZORALab offers a separate support service program such as but not limited to ZORALab Shepherd Program to handle such needs.



## **7. Token of Appreciation and Intellectual Properties**

- 7.1. In the event where The Sponsoring Parties accepts the Token of Appreciation from ZORALab, The Sponsoring Parties agreed and shall provide the necessary content materials including but not limited to graphic, audio, video, and other multimedia medium; its installation and removal instructions; and its associated copyright license, appearance, name, branding, and trademark rules.
- 7.2. In lieu with Clause 7.1, the Sponsoring Parties agree that ZORALab shall be held harmless from any liability that may arise regarding the production, use, and distribution of the Token of Appreciation as described herein, and ZORALab is hereby released from any claims relating to the rights granted above.
- 7.3. In lieu with Clause 7.1, the Sponsoring Parties agree that the provided content materials shall be free of sensitive information such as but not limited to:
  - 7.3.1. technical details including patents, copyrights, trade secrets, processes, instructions, programs, algorithms, or design;
  - 7.3.2. social chaos inducing elements such as but not limited to racial slurs, personal attacks, defamation, discrimination, and negative emotional triggering information;
  - 7.3.3. non-authorized, non-releasable, confidential, and/or illegal information such as personal identifiable information, watermark, trademarks, and similar.
- 7.4. In the event where the Sponsorship requires physical appearance and interactions, The Sponsoring Parties agree that ZORALab shall not be responsible for any damage to, injuries, or loss of property belonging to The Sponsoring Parties and their liaisons and trustees such as but not limited to employees, contractors, agents, directors, and invitees.



**ZORALab Enterprise (201603356108)**

+60129815172 | [hello@zoralab.com](mailto:hello@zoralab.com)

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

## **8. Non-Partnership**

- 8.1. The Sponsoring Parties agree and acknowledge that the Agreement and any of its provisions express or implied between Parties, oral or written, do not form a partnership, joint stock Sponsor, limited liability Sponsor, employer-employee relationship, joint venture, or any other type of partnership between the Parties and exists solely as a relationship between independent Parties.