



GENERAL TERMS AND CONDITIONS

This agreement is made on this 1st day of SEPTEMBER 2020

Between

ZORALAB ENTERPRISE (Business Registration No. 002599169-M) of 33, Jalan BK 1/4, Bandar Kinrara 1, 47180, Puchong, Selangor, Malaysia (hereinafter referred to as "ZORALab") of the one part

AND

TO WHOM IT MAY CONCERN where such person/entity authorized to use ZORALab’s Web Portal, Products, and Services 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 "Receiving Parties")

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

WHEREAS:

- A. The Receiving Parties are desirous of appointing ZORALab for the service of the Product (as defined in this Agreement). At the request of the Receiving Parties, ZORALab agrees to provide the service of the Product to the Receiving 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.

Account	Means a report containing both financial and usage description opened for the Receiving Parties under our Web Portal.
Activation, Activated	Means the starting point of usage for the Products and/or Services.
Agreement	Means this Terms and Conditions and all subsequent amendments and variations to the Terms and Conditions.
Authentication Credentials	Means any secret and uniquely identifiable information or identity devices such as, but not limited to, username, passwords, 2-factor authentication token and its generator.

Price, Pricing	Means the payable amount for the Products displayed including respective associated payable amount such as courier charges.
Content	Means a literary or artistic property (such as a book, title, writing, artwork, images, movie, website, or musical composition) that is capable of being printed, copied, sold, licensed, distributed, transformed to another medium, translated, recorded or performed or otherwise use (or not use) and to give it to another by will; and governed by copyright laws.
Deposit	Means the payable amount for the Products in advance.
Notice	Means all official bill statements, receipts, notices, requests, notice of demands, writ of summons, all other legal processes and/or other communications/documents.
Payment	Means transactional financial amount payable through Payment Method.
Payment Method	Means official and legit finance process exchange channels for purchased Products and Services such as, but not limited to: <ol style="list-style-type: none"> 1. Bank Transfer & E-Wallet 2. Credit Card 3. Cash
PDPA	Means Malaysia Personal Data Protection Act 2010.
PII	Means Personal Identifiable Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, not limited to biodata, behavioral data, and health data.
Product	Means products made available via Web Portal but not limited to open-source software, and service packages such as Shepherd Program.
Sensitive Data	Means information that is protected against unwarranted disclosure, to include PII or other private/confidential data.
Service	Means additional services offered by ZORALab offered in conjunction to the use of the Product.
User Interface	Means the interactive facilities designed for The Receiving Parties to interact with the Product such as, but not limited to, website, web app, mobile app, and smart devices.

Web Portal	Means any browserable Contents under the domain name zorallab.com alongside with all its subpages and subdomains of any kinds.
Working Day	Means Malaysian Time for Mondays to Friday (half day) excluding public holidays, Saturdays, Sundays and any unforeseen holiday declared by the Federal Government of Malaysia.
You, Yours	Means The Receiving Parties.
ZORALab, We, Us, Our	Collectively means ZORALab Enterprise (002599169-M) or any of its subsidiaries, affiliates or successors.

2. Assignment and Tenure of Agreement

- 2.1. The agreement shall be effective starting from the explicitly specified actions such as but not limited to form submissions from The Receiving Parties or signing of this Agreement, shall be in-force until terminated according to these Terms and Conditions.
- 2.2. The Receiving Parties are not permitted to assign or novate any or parts of their rights and obligations under the Agreement to any party without ZORALab written approval.
- 2.3. ZORALab may assign or novate all or parts of the Agreement to any third-party by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to make all subsequent payments (if applicable) to ZORALab as instructed in such further notice.

3. ZORALab's Rights

- 3.1. ZORALab reserves the right to make any alteration or suspending of any parts of Product and Services without prior notice to the Receiving Parties and ZORALab shall not be liable for any loss or inconvenience to the Receiving Parties resulting therefrom.
- 3.2. ZORALab reserves the right at its absolute discretion to vary, add, or otherwise amend any part of the Terms of Conditions of the Agreement.
 - 3.2.1. The Receiving Parties will be given written notice of such amendments.
 - 3.2.2. The Receiving Parties continued use of Products and Services after the effective date of the variation, changes, or amendments to the Terms and Conditions of the Agreement and the same shall constitute an unconditional acceptance of such variation, changes or amendments by the Receiving Parties.



- 3.3. In order to protect the Receiving Parties and ZORALab from transactions and identity fraud, ZORALab reserves the right, at its absolute discretion, not to communicate through suspicious channels or to ship goods to certain addresses.
- 3.4. ZORALab reserves the right to refuse permission to use the Products and Services to any individual or company for any reason, and may do so without notice.
- 3.5. ZORALab reserves the right to review the Receiving Parties conducts and contents on compliances with Terms and Conditions from the usage of the Products and Services.

4. Privacy, Personal Identifiable Information, and Sensitive Data

- 4.1. The Receiving Parties acknowledge and give consent to ZORALab to use and/or disclose the PII and Sensitive Data in accordance with the PDPA.
- 4.2. ZORALab reserved the rights to generate persistent identifiable memory such as but not limited to “cookie in website” to identify The Receiving Parties in person or computing devices when using one or more of Our services. These persistent identifiable memories do not record data permanently and will be deleted once The Receiving Parties sign off Our Products and Services.
- 4.3. The Receiving Parties acknowledge and give consent to ZORALab to use logging technologies for automated recording of processing information of that The Receiving Parties uses Our Products and Services. Such information can be but not limited to web request, Internet protocol address, client application type, languages, date and time, and process statements.
- 4.4. The Receiving Parties’ Sensitive Data can be collected in any way or manner including but not limited to any transactions and/or communications made from/with ZORALab. ZORALab also collects The Receiving Parties’ Sensitive Data from a variety of sources, including but not limited to, at any events, seminars, road shows, customer satisfaction surveys organized and/or sponsored by us as well as from publicly available sources.
- 4.5. The Receiving Parties acknowledge and give consent to ZORALab to collect and to process The Receiving Parties’ Sensitive Data for the following purposes:
 - 4.5.1. to communicate with The Receiving Parties;
 - 4.5.2. to maintain customer relationship with The Receiving Parties;
 - 4.5.3. to assess, process and provide Products, Services, and/or facilitate to The Receiving Parties;
 - 4.5.4. to administer and process any forms of payments and financial transactions related ZORALab Products and Services and/or facilities requested by The Receiving Parties;



- 4.5.5. to provide The Receiving Parties with information and/or updates on ZORALab Products and Services, upcoming activities, promotion, and events;
- 4.5.6. for direct marketing purposes such as but not limited to rewarding programmes, loyalty programmes, and etcetera, according to The Receiving Parties' consent;
- 4.5.7. to facilitate The Receiving Parties for participate in, and ZORALab administration of, any but not limited to events, promotions, activities, Product, and Services;
- 4.5.8. for ZORALab internal administration purposes;
- 4.5.9. to enforce or defend ZORALab rights and The Receiving Parties rights under, and to comply with, ZORALab obligations under the applicable laws, legislation and regulations;
- 4.5.10. to carry out verification and background checks as part of any recruitment and selection process in connection with The Receiving Parties for employment with ZORALab;
- 4.5.11. to share any of The Receiving Parties' Personal Data with the auditor for our internal and reporting purposes;
- 4.5.12. for meeting any applicable legal or regulatory requirements and making disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular or code applicable to ZORALab;
- 4.5.13. for audit, risk management, and security purposes;
- 4.5.14. for detecting, investigating, and preventing fraudulent, prohibited or illegal activities;
- 4.5.15. for enabling us to perform our obligations and enforce our rights under any agreements or documents that ZORALab are a party to;
- 4.5.16. to transfer or assign our rights, interests, and obligations under any agreements entered into with ZORALab;
- 4.6. The Receiving Parties acknowledge that ZORALab has placed technologies and standards to protect The Receiving Parties' stored and transmitted PII given to ZORALab.
- 4.7. While ZORALab are committed to protect The Receiving Parties' Sensitive Data, The Receiving Parties acknowledge that ZORALab does not guarantee unauthorized or accidental access to such data.



- 4.8. Due to the global nature of ZORALab businesses, for the purposes set out in this General Terms and Conditions, The Receiving Parties hereby granted ZORALab to transfer Sensitive Data to parties such as but not limited to, datacenter located in other countries that may have a different data protection regime that is found in Malaysia.
- 4.9. Where transfer stated in section 4.8 is performed, the Receiving Parties acknowledge that ZORALab will take appropriate steps to ensure the overseas recipient of Sensitive Data is bound by legally enforceable obligations to provide a standard of protection to that Sensitive Data that is comparable to that of the Malaysia Personal Data Protection Act 2010.

5. The Receiving Parties' Responsibilities

- 5.1. The Receiving Parties SHALL:
 - 5.1.1. Provide accurate and complete PII to ZORALab and inform ZORALab immediately of any changes to the Receiving Parties' PII including electronics and physical addresses and/or employment or business;
 - 5.1.2. Only use the Products and Services for its specified purposes;
 - 5.1.3. Complies to Notices and instructions provided by ZORALab;
 - 5.1.4. Be responsible for all equipment and software necessary to use the Products and Services and for the security and integrity of all information data transmitted, disclosed, and/or obtained via the use of our Products and Services.
 - 5.1.5. Agrees, consents, allows and has no objections to ZORALab in extracting PII or any other data required to be used as evidence in court when necessary.
 - 5.1.6. Be responsible for all usage and charges for the Products and Services, including to payment and service charges and any related charges related to ZORALab pursuant to this Agreement in a timely manner.
 - 5.1.7. Be responsible for protecting any, but not limited to, username, passwords, 2-factor authentication token and its generator (collectively known as "Authentication Credentials") at all times and not releasing to other entities such as third-party or any person.
 - 5.1.8. Notify ZORALab immediately for any unauthorized usage and/or access to the Receiving Parties' PII and authentication credentials and all its activities.
 - 5.1.9. Notify ZORALab immediately for any compromised Authentication Credentials.



- 5.1.10. Comply with all applicable laws of Malaysia related to the use of the Products and Services.
 - 5.1.11. Take responsible steps to prevent fraudulent, improper, or illegal use of the Products and Services.
 - 5.1.12. Cease to utilize the Products and Services as may be required by ZORALab.
 - 5.1.13. Indemnify and shall keep ZORALab indemnified from any loss, damage, liability or expense arising from any claims from libel, privacy and/or copyright infringement, patent, breach of confidence, or breach of any law or regulations whatsoever arising from data transmitted, received or stored via the Products and Services or part thereof and for all claims arising from the Receiving Parties unauthorized use or exploitation of the Products and Services.
 - 5.1.14. Comply with the Terms and Conditions of this Agreement.
 - 5.1.15. If the Receiving Parties are below 18 years old, that Receiving Party shall require his/her parent or legal guardian's permission to use any ZORALab Products and Services.
- 5.2. The Receiving Parties SHALL NOT:
- 5.2.1. Bypass, remove, deactivate, impair, descramble, decipher, decompile, disassemble, or reverse engineer any part of the Products and Services.
 - 5.2.2. Use, display, mirror or frame any individual elements or whole Web Portal and its contents, ZORALab's name, any ZORALab's trademark, logo or other proprietary information without ZORALab's express consent.
 - 5.2.3. Attempt to probe, scan, breach, or test any vulnerability including security or authentication measures of ZORALab systems or network communications without explicit written approval.
 - 5.2.4. Attempt to interfere with ZORALab and its customers from proper use and actions such as sending malware, overloading, flooding, spamming, or mail-bombing.
 - 5.2.5. Collect and/or store any Sensitive Data from any ZORALab assets without written approval.
 - 5.2.6. Impersonate or misrepresent any person or entity including ZORALab.
 - 5.2.7. Create, recreate, distribute, or advertise index of any significant portion of the Products and Services without ZORALab written approval.

6. ZORALab Liability

- 6.1. ZORALab shall not be liable to the Receiving Parties or anyone else for any direct, indirect, special, exemplary, and consequential types of losses, injury, damages or whatsoever including but not limited to lost of use, data, revenue or profits, in actions of contract, negligence or other actions arising out or in connection with the use of Products and Services.
- 6.2. ZORALab shall not be responsible or liable to any link to third party's Content which is clicked/activated by the Receiving Parties from any User Interfaces provided by ZORALab.
- 6.3. ZORALab shall not be liable for, and the Receiving Parties agree to indemnify ZORALab against all claims, losses, liabilities, proceedings, demands, costs, and expenses, including legal fees which may result or which ZORALab may sustain in connection with or arising from the Product and Services used by the Receiving Parties.
- 6.4. Without prejudice to the forgoing, in the event of a court or tribunal holds ZORALab liable for any breach or default by ZORALab, the Receiving Parties agree that the amount damages payable by ZORALab to the Receiving Parties shall not at any time exceed the sum of MYR300.00 notwithstanding any order, decree, or judgement obtained by the Receiving Parties.
- 6.5. Without limiting the generality of any provision in this Agreement, ZORALab shall not be liable for any failure to perform its obligations herein caused by an act of God, insurrection or civil disorder, military operations, act of terrorism, emergency, acts or omission of Government, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts of omission of persons or bodies for whom ZORALab has no control over or any cause outside ZORALab's reasonable control.
- 6.6. The Products and Services may occasionally be affected by interference caused by objects beyond ZORALab's control such as radio interferences, room temperature fluctuation, power disruptions, and weather conditions. In the event of such interference, ZORALab shall not hold liable for any inability to use or access Products and Services.

7. Proprietary Rights, Licenses, and Restrictions

- 7.1. All Contents in and to the Products and Services are owned by ZORALab. Such rights are protected by Malaysian copyright laws, other applicable copyright laws, and international treaty provisions. ZORALab retains all rights not expressly granted herein.

- 7.2. Except where Content is expressly stated to the contrary all persons featured in the Products and Services are in no way associated, linked or affiliated with ZORALab and the Receiving Parties should not rely on the existence of such connection or affiliation. Any trademarks/names featured on the Products and Services are owned by the respective trademark owners and any assertion is in no way endorsed by or connected to ZORALab.
- 7.3. ZORALab grants the Receiving Parties a limited access to make personal, non-commercial use of the Contents from the Products and Services with the adherence to the Terms and Conditions herein.

8. Governing Laws

- 8.1. The Agreement shall be governed and constructed in accordance with the laws of Malaysia, excluding conflict of law rules. Parties agree to submit to the exclusive jurisdiction of Malaysian courts.

9. Notices

- 9.1. All Notices to be given to by ZORALab under the Agreement will be in writing sent to the Receiving Parties last known electronics and/or physical address.
- 9.2. All Notices to be given by the Receiving Parties to ZORALab under the agreement must be in writing and sent to the following electronic email addresses:
 - 9.2.1. hello@zorallab.com and/or,
 - 9.2.2. legal@zorallab.com
- 9.3. All Notices given by ZORALab to the Receiving Parties pursuant to this clause shall be deemed to have served if:
 - 9.3.1. Sent by registered post, on the third Working Day after the date of posting irrespective of whether it is returned or undelivered;
 - 9.3.2. Sent by ordinary post, on the fifth Working Days after the date of posting irrespective of whether it is returned undelivered;
 - 9.3.3. Sent by email post, upon emailing out;
 - 9.3.4. Hand delivered, upon delivery;
 - 9.3.5. Sent by facsimile, upon successful completion of transmission as evidence by a transmission report;

10. Suspension or Terminations

- 10.1. The Receiving Parties may at any time terminate the Agreement by giving ZORALab prior written notice. The Products and Services shall be deemed terminated within 5 Working Days from the receipt of the termination notice by ZORALab.
- 10.2. ZORALab reserves the right to cancel, withdraw, terminate, or suspend the Products and Services for any reason whatsoever at its sole discretion by the way of a written notice to the Receiving Parties and the Receiving Parties agree that ZORALab shall not be liable for such cancellation, withdrawal, termination, and suspension.

11. Product Availability and Specifications

- 11.1. ZORALab does not represent nor warrant the descriptions of the Product in ZORALab are accurate and complete.
- 11.2. The Products sold are subjected to availability and ZORALab will not be charged for Products that are unavailable.
- 11.3. Once the Product and Service is sold out, its notification of the unavailability will be made on the Web Portal at the earliest opportunity.
- 11.4. By purchasing the Product, it is deemed to the agreement of the terms and conditions of the relevant ZORALab's Product.

12. Product Pricing

- 12.1. The Receiving Parties shall be charged for each purchase of the Products based on the respective Charges prominently displayed at the Web Portal.
- 12.2. Notwithstanding the Charges imposed in Clause 12.1 above, the Receiving Parties shall be charged with:
 - 12.2.1. Standard shipping or handling charges prescribed by ZORALab at the point of purchase.
- 12.3. ZORALab endeavours to provide current and accurate information on the Web Portal. Nevertheless, misprints and other errors may occur. Accordingly, ZORALab reserves the rights to change prices, fees, and changes of the Products made available via Web Portal at any time and from time to time without any notice of liability.

13. Payments

- 13.1. ZORALab accepts payment via the available Payment Methods in Malaysian Ringgit for the purchase of a Product.



- 13.2. ZORALab shall have absolute right to suspend or terminate any purchase that is illegal and unauthorized.
- 13.3. By making an offer to buy a Product, ZORALab is authorized to transmit or to obtain information (including updated information) including, but not limited to, the credit card number or credit reports, authenticate of the identity, validate the credit card, obtaining an initial credit card authorization, and to authorize individual purchase transactions from third parties from time to time.
- 13.4. In the event that the Payment Method is rejected by the issuing Bank or financial institutions, ZORALab shall not be liable for any claims, demands, disputes, or losses resulting from the rejection.
- 13.5. ZORALab will take responsible care, as long as it is within ZORALab's power to do so, to keep the purchase details and payments secure, but will not be liable for any losses on unauthorized access by any third parties.

14. Deposit

- 14.1. ZORALab may request for advance payment for registration of the Product [which may include without limitation a refundable deposit ("Deposit")].
- 14.2. ZORALab reserves the right to utilise the Deposit to offset any amount due to ZORALab including but not limited to any outstanding Payment ("Payment") under any of the Receiving Party's Account.
- 14.3. Subject to Clause 14.2 above, any balance of Deposit will be returned within four (4) months from the date of termination of the Agreement, subject to the deduction of any amount claimed by ZORALab in the event of the breach of any clause of the Agreement.

15. Shipping Policy

- 15.1. All deliveries of the Products will be made by ZORALab fulfillment partner or any other courier services as may be appointed by ZORALab from time-to-time and ZORALab is unable to control their delivery times.
- 15.2. ZORALab will use commercially reasonable efforts to deliver the Product as quickly as possible and within the time period indicated.
- 15.3. Once the Product is dispatched, the Receiving Parties will receive a notification such as but not limited to email notification about the delivery alongside its tracking methods.
- 15.4. All parcels will be delivered to the address specified in the confirmed order. Third-party collection of the Product is not allowed.
- 15.5. Shipping address cannot be changed after the payment is done.



- 15.6. ZORALab shall not be held liable for delivery to the wrong address due to incorrect information provided by the Receiving Parties.
- 15.7. Products not delivered after 3 times will be returned to the courier agency collection carrier and need to self-collect within the specified collection date by the said courier agency. Additional fees may be imposed if additional delivery is required.
- 15.8. All non-delivered, uncollected, and unclaimed Products within the specified self-collection date will be returned to ZORALab and no refund will be given.
- 15.9. Shipping charges are determined by the courier agency, which are determined by Product's packet size, weight, and delivery location.
- 15.10. Risk of loss and damages of the Products will be passed on the date when the Products have been delivered out.

16. Claims and Warranty

- 16.1. In the event of claims, the original receipt and/or any relevant Notice, and assets if any in full original packaging must be produced back to ZORALab's office or manufacturers' service centre.
- 16.2. All Products sold on the Web Portal are subjected to the relevant manufacturer's warranty.
- 16.3. Any warranty or claims is void if:
 - 16.3.1. breached the terms of any manufacturers' warranty such as, but not limited to, damaged devices due to negligence, unauthorized usage, services, repairs, and alterations.
 - 16.3.2. breached the terms of warranty of the Product such as, but not limited to, damaged devices due to negligence, unauthorized usage, services, repairs, and alterations.

17. Miscellaneous

- 17.1. No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.
- 17.2. The Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations, and warranties relating to the subject matter.
- 17.3. Those clauses which by their nature would survive the termination of the Agreement shall so survive.
- 17.4. Time whenever referred to in this Agreement shall be of the essence.



- 17.5. The Agreement shall be binding on and shall inure for the benefit of each Party's permitted assigns, successors in title, personal representatives, executors, and administrators.
- 17.6. The Receiving Parties shall bear all stamp duty, service tax charges, or any other cost or charges imposed by law in connection with the preparation of the Agreement and/or the provision of Products and Services.
- 17.7. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
- 17.8. Notwithstanding anything to the contrary, the Receiving Parties hereby agree to be bound by the terms of service, policies, and procedures and/or any variations, additions, or amendments made thereto, as may be determined by ZORALab at any time.
- 17.9. If any part of this Agreement is, for any reason, declared invalid or unenforceable, the validity of the remaining part shall remain in full force and effect as if this Agreement had been executed without the invalid parts.