



ADMINISTRATOR TERMS OF USE

ACCESS AND USE OF DATA/INFORMATION FROM SELANGKAH PLATFORM – AUTOMATED SIGN-IN SYSTEM FOR COMBATING THE CORONAVIRUS/COVID-19 IN MALAYSIA

1. These Terms of Use (“Terms”) govern your use of SELangkah Platform (“SELangkah”). Please read these Terms carefully as any non-compliance may result in civil or criminal liability.
2. By accessing and using any part of SELangkah, you agree to be bound by these Terms. You may access and use SELangkah in the manner permitted under these Terms. If you do not agree to these Terms, please do not use SELangkah.
3. In the event of inconsistency or ambiguity between the terms stated in this English version and the Bahasa Malaysia version, this English version shall prevail.

Access and use of SELangkah

4. By accessing to SELangkah, you undertake:
 - (a) that you are an authorized personnel who has been assigned a unique user ID and password issued by the SELangkah administrator, and shall not allow any unauthorized personnel or third party to access SELangkah using your assigned unique user ID and password;
 - (b) that your access to SELangkah, process and use of the personal data as defined by the Personal Data Protection Act 2010 and other sensitive information in SELangkah (collectively, “Data”) is strictly for combating the COVID-19 virus which may include but is not limited to data entry, identifying, tracing, tracking and communicating with individuals, premises and/or institutions affected by the Covid-19 virus (“Purpose”);
 - (c) that you shall only process and use any Data in such manner and to such extent as necessary for performance of your engagement with SELangkah and in

accordance with the instructions of SELangkah and/or SELangkah administrator only;

- (d) that you shall not howsoever, directly or indirectly, use SELangkah for any other commercial or non-commercial purpose, or for the benefit of any third party, except with prior written authorisation from the SELangkah administrator; and
- (e) that you shall not use SELangkah for any illegal activity, unlawful purpose or other purposes prohibited by these Terms or in breach of these Terms.

5. By accessing SELangkah, you also irrevocably and unconditionally confirm and undertake the following:

- (a) that you shall take all steps necessary to prevent unauthorized access, use, modification, disposal, dissemination or publication of Data by:
 - (i) keeping Data strictly confidential during and after the Selangor Task Force for Covid-19 ("STFC") has deemed that the Purpose is no longer valid; and
 - (ii) protecting Data with such administrative, technical, cybersecurity, physical and organizational measures to secure and protect the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing or use involves transmission of data over a network and against all other forms of unlawful processing;
- (b) that you shall not remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of SELangkah;
- (c) that the access granted to SELangkah and the processing and use of the Data shall only be to the extent as strictly necessary for carrying out the Purpose only and that you will not (nor permit any third party) to reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create the source code or perform any process intended to determine the source code of SELangkah, or modify, enhance or create derivative works based on SELangkah;

- (d) that the Data shall not be shared, transferred and/or disclosed to any other entity, government department, agency, body or authority, and/or any other third party without prior written consent from the SELangkah administrator;
 - (e) that upon written notice from the SELangkah administrator, to return, delete and/or purge any and all Data and copies of Data in your possession immediately;
 - (f) to notify from the SELangkah administrator in writing immediately upon becoming aware of any suspected or confirmed:
 - (i) unauthorized access or disclosure or compromise of Data; and
 - (ii) breach in the information security , procedures and systems designed to protect the security of Data as provided in paragraph (a)(ii) above, including any penetration of your systems, hacking, computer worms, viruses or any other malware that will cause security vulnerabilities.
 - (g) that you shall not misrepresent or make false or misleading claims regarding SELangkah; and
 - (h) that you agree to fully indemnify, defend and hold harmless the SELangkah administrator and keep the SELangkah administrator fully indemnified from and against all actions, losses, costs, claims, damages and expenses and any liabilities of any nature that may be incurred or suffered by the SELangkah administrator as a result of breach of your above undertakings, including reasonable legal fees and any consequential, indirect or special damages.
6. Due to the sensitive nature of the Data within and/or derived from SELangkah, you acknowledge and agree that the SELangkah administrator shall reserve the right and have the sole discretion to terminate and suspend your access to SELangkah at any time and for any reason without assigning any reason or giving any notice whatsoever.
7. You agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the use of SELangkah, including any amendments to the foregoing and this Terms of Use which may be issued by the SELangkah administrator from time to time, as well as any applicable laws and regulations.
8. SELangkah is provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of SELangkah may rely on technologies outside

our control. To the extent permitted by law, the SELangkah administrator does not make any representation or warranty of any kind whatsoever in relation to SELangkah and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty –

- (i) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of SELangkah; or
 - (ii) that SELangkah or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that SELangkah and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.
9. The SELangkah administrator shall not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any lost or damaged data, or damage to your device, software or any other property, whether arising directly or indirectly in connection with any of the following –
- (i) your use of SELangkah;
 - (ii) any loss or unavailability of use of SELangkah, howsoever caused;
 - (iii) any breakdown or malfunction of any equipment system or software used in connection with SELangkah, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;
 - (iv) any inaccuracy or incompleteness in, or error or omission in the transmission of personal data or any other content made available or accessible via SELangkah;
 - (v) any decision made or action taken by you or any third party in reliance upon SELangkah or any personal data or any other content made available or accessible via SELangkah; or
 - (vi) any virus or other malicious, destructive or corrupting code, programme or macro in SELangkah.

10. You will not rely on SELangkah to claim or assert any form of legitimate expectation against STFC however arising out of or in connection with the administration of SELangkah.
11. Without prejudice to the foregoing, no action may be brought by you against the SELangkah administrator under these Terms or related to SELangkah.

RESERVATION OF RIGHTS

12. The SELangkah administrator reserves the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through SELangkah, or through such other means as the SELangkah administrator may deem appropriate. Your continued use of SELangkah following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms of Use, please do not use SELangkah.
13. The SELangkah administrator reserves the right to –
 - (a) update, enhance, upgrade, reduce, or otherwise modify or vary SELangkah, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to SELangkah;
 - (b) suspend the use of SELangkah, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
 - (c) deny or restrict use of SELangkah to you without ascribing any reasons and without liability to you whatsoever;
 - (d) discontinue or terminate SELangkah, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and/or
 - (e) if your use of SELangkah is in breach of these Terms, we may immediately disable your use of SELangkah without notice and to take all such action (legal or otherwise) as we consider appropriate, desirable or necessary.

14. The SELangkah administrator retains the discretion in determining whether or not to provide maintenance and support services for SELangkah, and if so, the type and nature of such maintenance and support services.

INTELLECTUAL PROPERTY

15. You acknowledge that the SELangkah administrator owns all titles, rights and interest, including intellectual property rights, in and to SELangkah, including any software therein. You will not do or permit any act which is directly or indirectly likely to limit our titles, rights or interest in and to the same. You will not use SELangkah in any way and will not reproduce any trademark, logo, trade name and similar mark that is associated with SELangkah, without the SELangkah administrator's prior written consent.
16. The SELangkah administrator does not represent or warrant that the use of SELangkah by you will not constitute an infringement or misuse of any third party right, including intellectual property rights.
17. No part of SELangkah may be reproduced or reused without the SELangkah administrator's prior written permission.
18. You agree to abide by these Terms which shall remain in full force and effective for a period of seven (7) years after the STFC has provided written notice that the Purpose is no longer valid.
19. Notwithstanding the aforementioned, you acknowledge that the SELangkah administrator expressly reserves all its rights, whether at law and/or otherwise.
20. These Terms shall be governed and construed in accordance with laws of Malaysia.