

TERMS OF USE

THESE TERMS OF USE ("**AGREEMENT**") CONTAINS THE LEGALLY BINDING TERMS FOR THE USER'S USE OF THIS SITE. BY ACCESSING OR USING THIS SITE, THE USER IS ACCEPTING THIS AGREEMENT AND THE USER REPRESENTS AND WARRANT THAT THE USER HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. CONTINUING TO USE THIS SITE SHALL MEAN THAT THE USER AGREES WITH ALL OF THE TERMS. IF, FOR WHATEVER REASON THE USER DISAGREES WITH THESE PROVISIONS AND DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THE USER MAY NOT ENTER THE SITE AND USE ITS RESOURCES. IN CASE ANY CONTRADICTION BETWEEN THE DETAILS OF THIS AGREEMENT AND THE AGREEMENT, THE DETAILS GIVEN WITHIN THIS AGREEMENT SHALL BE DOMINANT AND VALID.

1. TERMS AND CONDITIONS

- 1.1. You are reading a legal document which is the agreement between you, the User (whom we refer to as the "User" in this document) and VOpp. We are, VOpp Solutions Sdn. Bhd. and we are the owner of this site. We are a company with our registered office at THE CEO, 31-7-9 Lebu Nipah 5, 11950 Bayan Baru, Penang, Malaysia.
- 1.2. Please read this agreement carefully. By browsing, accessing or using this VJob ("Site") or by using any facilities or services made available through it or by transacting through or on it, User is deemed to have read, understood and agreed to observe, comply and be bound with the terms and conditions of this Agreement made between User and VOpp. This Agreement applies to the Site and related mobile applications (collectively, the "Platform") that post this Agreement, and any available interactive features, downloads, applications/apps, widgets or other outlets that post or include a link to this Agreement. This Agreement applies to User's use of the digital content available through the Platform, regardless of whether accessed via computer, mobile device or otherwise. To use the digital content available through the Platform, User will need a device that meets the system and compatibility requirements for the relevant products and services, which may change from time to time, and such system requirements are User's responsibility.
- 1.3. VOpp reserves the right to amend these terms and conditions at any time and it is User's responsibility to review these terms and conditions on each occasion of usage of the Platform. All amendments to these terms and conditions will be posted online and disclosed to User by email to the email address User registered with VOpp. User may terminate this Agreement by written notice to VOpp (either by email at jobsifu@vjob.com.my or by post or fax) if User do not wish to be bound by such new terms and conditions. However, continued use of the service or the Platform will be deemed to constitute acceptance of the new terms and conditions.

- 1.4. As a consumer, nothing in this Agreement affects the User's non-excludable statutory rights. User does not have the right to interfere in the Platform security provision or, in any other similar way, to use the Platform or other system resources, networks and services accessible through or connected to the Platform in a corrupt manner. The User agrees to use the Platform entirely within the lawful and intended limits.

2. **INTELLECTUAL PROPERTY**

- 2.1. The Platform include all materials that are included in or are otherwise a part of the Platform (including past, present and future versions of the Platform), including, without limitation: graphics; layout; text; instructions; images; trademarks; logos; service marks; audio; videos; designs; ringtones; wallpapers; games; contests and sweepstakes; voting; technology; applications; artwork; information; data; designs; compilation; advertising copy; domain names; any and all copyrightable material (including source and object code); the "look and feel" of the Platform; the compilation, assembly and arrangement of the materials of the Platform; and all other materials related to the Platform (collectively, "Materials"). The Platform is the property of **VOpp** and its shareholders, and are protected by legal and subordinate acts relating to intellectual property including but not limited to copyright laws and other similar laws.
- 2.2. When the User uses the Platform, he/she must: (a) keep intact all copyright, trademark and other proprietary notices; (b) make no modifications to the Platform or Materials; and (c) not copy or adapt any object code associated with the Platform, reverse engineer, modify or attempt to discover any source code associated with the Platform (nor allow or assist any third-party to do so).
- 2.3. User agrees that he/she will not sell, resell, copy, transfer, reverse engineer, disassemble, decompile, create derivative works of, or allow third-party access to the Platform, that User will not use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of the Platform, and that User will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform. User will use the Platform solely for his/her own personal use and will not make the Platform available to any third-party for any reason. User further agrees that he/she will not, including by use of any robot, scraper, or other data mining technology or process, frame, mask, extract data or other materials from, copy or distribute any portion of the Platform (except as may be a result of standard search engine or Internet browser usage).
- 2.4. In case of absence of a separate written agreement with **VOpp**, unconditioned use of the files offered at the Platform without written permission of **VOpp's** is prohibited.

3. **CONFIDENTIALITY**

- 3.1. VOpp respects the confidentiality of private and personal information of all cooperating parties. For more information about the procedure of collection, use and disclosure of the User's confidential information, refer to the Privacy Policy. The User is advised to become familiar with this document.
- 3.2. In accordance with the purposes of the present Agreement, the term "Confidential Information" should be read as any documents, software, data, information or files related to the process of VOpp's management, its enterprise, staff, members, affiliates, licensees and licensors, or such that is clearly defined as confidential, including but not limited to: design, business processes, business model, prices, development models and strategies, investigations, know-how, training developments, trade secrets, personnel, methodologies, clients, Platform content belonging to others, and other intellectual property.
- 3.3. The User realizes that Confidential Information is such and cannot be disclosed to third parties without clear written permission from VOpp and its licensors or used otherwise, except in cases established by law or directly specified within the present Agreement.

4. **ACCESS PASSWORDS**

- 4.1. The User confirms his/her consent that the process of user identification is performed with the purpose of granting him/her access to his/her user profiles and operations governing access to Platform content. The username (login) and password chosen by the User are confidential information. The User realizes the necessity of non-disclosure of this information and promises to keep in secret and not uncover, pass, or offer personal access data to a third party without clear written permission from VOpp.
- 4.2. The User confirms his/her consent that he/she, as an owner of the access login and password, bears responsibility for each access to the Platform content using the chosen login and password. Also, the User is informed and agrees that VOpp automatically accepts and recognizes his/her login and password as evidence and clear proof of the fact that it was the User who gained access to the Platform content. The User realizes that the login and password are unique symbols, even though VOpp does not impose specific requirements as to their contents and quality.

5. **MOBILE FEATURES**

- 5.1. The Platforms may offer features and services that are available to the User via mobile phone or other mobile device. These features and services may include, without limitation, the ability to upload User Content to the Platforms, receive

messages (e.g., SMS and MMS messages, in-App messages, and on-device notifications) from the Platforms, download applications to the mobile phone or device, or access Platforms features (collectively, the "Mobile Features"). VOpp may charge the User for Mobile Features. Also, standard messaging, data and other fees may be charged by User's telecommunications carrier. Fees and charges will appear on User's mobile bill or be deducted from User's prepaid balance. User's telecommunication carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with User's carrier or mobile device. User would require to contact the telecommunication carrier with questions regarding these issues. If User has registered for Mobile Features, User agrees that VOpp may send communications to User's mobile device regarding VOpp, or other parties, and collect information related to User's use of the Mobile Features. User agrees to notify VOpp of any changes to User's mobile number and update User's account on the Platforms to reflect any such changes.

- 5.2. In addition to the other restrictions and limitations contained in this Agreement, VOpp is not responsible for failures in the performance of Mobile Features, including but not limited to, the delivery of electronic messages via the Mobile Features as a result of any technical issues. There may be other reasons for a delivery failure as well. VOpp does not provide refunds for electronic messages or cards that are not delivered due to technical issues for which VOpp is not responsible.

6. **PLATFORM BEHAVIOR RULES**

- 6.1. The User confirms that he/she does not intend to use files of the Platform for unlawful or otherwise disapproved purposes. Thus, the User agrees to avoid using any files obtained from the Platform in an inappropriate manner including, but not limited to:
- Abusing, threatening, hunting down, or violating the data protection rights of third persons or other users of the Platform;
 - Passing, resending, uploading or in any other way distributing, cooperating or taking part in the distribution of files or parts of program code that include, contain or consist of parts of software or other files under the protection of intellectual property or copyright laws and any affiliated protections (including the right of confidentiality), excluding cases where the User owns or controls such rights or has necessary permissions;
 - Passing, resending, uploading or in any other way distributing, cooperating or taking part in the distribution of files or parts of program code containing harmful software (such as viruses) that may result in the disruption or total failure of the correct operation of software or hardware in other computers;

- Deleting, clearing, cutting or in any other way concealing any author attributions, labels, identifications, or legal notices in any files uploaded or downloaded by the User;
 - Falsifying or imitating data concerning an original source of any files offered at the Platform;
 - Using any Platform options including but not limited to mailing to other members of the Platform for advertising purposes, to distribute referral links, promote files, goods, services or activities, whether or not connected to the Platform;
 - Using any kind of information received from the Platform or with the help of the Platform for creation of software, resources or programs being in direct or indirect competition to VOpp's activities.
- 6.2. The User agrees to refrain from using the Platform in such a way that could result in its damage, operational trouble, or other negative outcome for other Platform Users. Also, the User agrees not to interfere with or access without authorization other VOpp's user records. The User agrees to access Platform files in accordance with Platform rules and procedures.

7. **TERM, GROUNDS AND PRINCIPLES OF TERMINATION**

- 7.1. This Agreement is effective until the moment of its termination. For such purpose at any time the User should send a message using the Platform's Contact Form or by any other written form appropriate for him/her, which identifies the User and confirms the User's intention to notify VOpp regarding the desire to terminate the Agreement. VOpp reserves the right at its discretion to suspend, terminate or restrict the User's right to access to all or some content and resources of the Platform at any time, for any reason and without proofs or prior notices.
- 7.2. VOpp has the ability and right to suspend, terminate or change any part of the Platform or the Platform in the whole, its functions, resources or databases without prior notification or additional liabilities.
- 7.3. VOpp also retains the right to suspend or fully terminate access of the User to the Platform files in case of absence of activity from the User over an extended period of time, which may be interpreted as the User's inability to gain access to the Platform files.
- 7.4. A termination agreement does not indicate automatic exemption of liability and obligation of reimbursement of debts to VOpp in accordance with the provisions of this Agreement or other liabilities of the User, namely: not to use the Platform files or other content presented within its resources by ways other than those permitted with the terms and provisions of this Agreement that were valid by the

moment of said use. This Agreement will be terminated without derogations or impairment to the rights of VOpp, limitations and defense of liabilities provided in accordance with the terms of this Agreement, which defense, limitations of liabilities and rights shall survive this Agreement's termination.

- 7.5. Upon termination of the User profile and his/her access to the Platform files, the User confirms his/her consent to forfeit all credits remaining at his/her account.

8. **SITE UPDATES**

- 8.1. VOpp regularly updates technical, content and other information on the Platform. Nevertheless, VOpp makes no claim guaranteeing the completeness, accuracy and compliance of the information given at the Platform. VOpp is able to add, review or delete information, resources and services posted on the Platform. Also, VOpp reserves the right to make changes to the Platform without prior notification.

9. **PLATFORM MANAGEMENT**

- 9.1. VOpp does not control all uploads and information exchanges performed throughout the Platform and is not responsible for such exchange, management of information exchanges performed and communication.
- 9.2. Nevertheless, VOpp has the right to move, delete, refuse to publish, or edit any text message or files which VOpp may regard as violating or presumably violating this Agreement, the rights for private or intellectual property, or similar rights of third parties.
- 9.3. VOpp has the right but not the obligation to correct mistakes in the files at its own convenience.
- 9.4. By accepting this Agreement, the User acknowledges his/her consent to receive an electronic newsletter and notifications from VOpp. The User can always access his/her account to change whether to enable or disable notifications.

10. **LINKS TO OTHER SITES**

- 10.1. There may be links to third-party sites on the Platform. Such links are given solely for the User's convenience. Their presence does not mean that they are recommended or endorsed by VOpp. Also, VOpp does not warrant their safety and accordance with the User's expectations. VOpp shall not bear any liability in case of any damages or losses, direct or implicit, due to a visitation originating from VOpp, or to the use of services available from third-party sites.

11. **SOFTWARE AND COMPUTER VIRUSES**

- 11.1. At times, Platform failures may happen due to Internet connection, software operation, data transmission, etc., and it is possible that incorrect or incomplete copy of the information contained at the Platform pages may occur. Similarly, the Platform pages may contain malicious code or programs infected with computer viruses.
- 11.2. VOpp is not responsible and bears no liabilities connected to the work of any software, the presence of any computer viruses or other elements with malicious code, the presence of destructive or unsafe files that can be distributed or otherwise affect software and hardware upon the User's review of the Platform, the access to any information on the Platform, or the downloading of any files from the Platform. VOpp strongly encourage the use of anti-virus software or other protective programs during interaction with all web sites.

12. **DISCLAIMER**

- 12.1. THE PLATFORM, PLATFORM CONTENT AND SERVICES ARE PROVIDED AS IS, WITHOUT REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. USERS ALWAYS USE THE PLATFORM, PLATFORM CONTENT AND SERVICES AT THEIR OWN RISK.
- 12.2. VOPP HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO EACH AND ANY PLATFORM CONTENT AND SERVICE MADE AVAILABLE AT ANY TIME, INCLUDING, BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, TIMELINESS, COMPLETENESS, COMPATIBILITY, CURRENTNESS, INTEGRATION, SECURITY, PRIVACY, TITLE, USEFULNESS, SUITABILITY, QUALITY, SIMPLE USAGE AND ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY APPLICABLE LAW. VOPP MAKES NO COMMITMENTS ABOUT THE PLATFORM, PLATFORM CONTENT AND SERVICES.
- 12.3. MOREOVER, VOPP FURTHER DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS THAT:
- ACCESS TO THE PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE UNINTERRUPTED AND ERROR-FREE AT ALL TIMES;
 - PLATFORM, PLATFORM CONTENT AND SERVICES WILL MEET USER'S EXPECTATIONS, WILL BE SATISFACTORY TO USER'S NEEDS AND

REQUIREMENTS OR WILL BE UNINTERRUPTED AND ERROR-FREE;

- RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE EFFECTIVE OR RELIABLE;
- ANY ERRORS OR DEFECTS IN PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE CORRECTED BY VOPP;
- PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE PERMITTED IN ANY JURISDICTION;
- PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE FREE OF VIRUSES, SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES AND/OR ANY OTHER HARMFUL COMPONENTS;
- PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE INTEROPERABLE WITH USER'S HARDWARE AND SOFTWARE;
- ANY DOCUMENTS REGARDING PLATFORM, PLATFORM CONTENT AND SERVICES WILL BE AVAILABLE AT ANY TIME;
- VOPP WILL CONTINUE TO SUPPORT ANY PARTICULAR SERVICE OR FEATURE OF THE PLATFORM AND PLATFORM CONTENT.

12.4. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH USER FIRST USED THE PLATFORM, PLATFORM CONTENT AND SERVICE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

12.5. AS LONG AS PLATFORM CONTENT AND SERVICES PROVIDE THE USER WITH DIGITAL CONTENT WHICH IS NOT SUPPLIED ON A TANGIBLE MEDIUM, NO WITHDRAWAL OF THIS AGREEMENT BY USER SHALL BE POSSIBLE UNDER ANY CONDITIONS.

13. **LIABILITY LIMITATION**

13.1. The User confirms that he/she understands and takes responsibility and assumes all risk resulting from the use of the Platform without limitations.

13.2. VOpp and also its employees, management, partners, shareholders, and agents do not bear responsibility for failures of any kind or shutdown of the Platform resulting in loss of business information, profit or other financial losses due to claims of any kind, losses, petitions, actions or other events occurring due to

validity of these Agreement, including without limitations the Platform navigation, use, access to any files or their parts, as well as any rights including even in the event VOpp was advised of the theoretical possibility of such damages, irrespective of whether the occurring event and damage were the result of infringement on intellectual or any other property, based on a breach of law, negligence, contract liabilities or other similar cases and situations, or not.

- 13.3. Total aggregate liability of VOpp in connection with the use of the Platform, in whole or in part, or its content in money equivalent shall not exceed one hundred ringgit (RM100).
- 13.4. If effective laws and normal acts do not allow exclusion of liability and limitations to the full extent for indirect or casual damages, all above-stated limitations and exclusions shall not be applied to the User. In case of a situation falling under such jurisdiction, the liability of VOpp or any of its employees, directors, shareholders, partners, license holders or agents shall be limited to the maximum value permitted by the law.

14. **INDEMNIFICATION**

- 14.1. Consenting to the terms of this Agreement, the User agrees to indemnify, defend and hold VOpp, its affiliates, its Content contributors and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "VOpp parties") harmless from and against all claims, liability, losses, damages, costs and expenses (including reasonable legal fees) incurred by any VOpp parties as a result of, or in connection with, any breach or alleged breach by the User or anyone acting on the User's behalf of any of the terms of this Agreement.
- 14.2. The User agrees to pay and indemnify, protect and also take the side of VOpp (its management, employees, shareholders, partners, affiliates and so on) against any claims, responsibilities, losses and expenses (including lawyers' fees on a client basis and solicitor), incurred in the following cases:
 - Purposeful or casual usage of the Platform and/or its files made with the User login, regardless of whoever entered the authorization;
 - Any correspondence made by the User or the downloading of any files made with the help of the User login;
 - Any violation by the User of the terms and provisions of this Agreement.

15. **APPLICABLE LAW**

- 15.1. The validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters shall be governed by the laws of Malaysia. Any legal action or proceeding

concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to performance or breach of this Agreement, and related matters, shall be brought exclusively in Malaysia. All parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.

- 15.2. The User agrees to refrain from taking part or organizing any collective claim against VOpp in connection with the Platform work, provisions of this Agreement or any agreements considered herein.
- 15.3. If VOpp is obligated to go to non-arbitration court for collection of any payable fees or enforcement of its rights, the User agrees to reimburse VOpp for all expenses, payments and fees in the event that VOpp is successful.

16. AGE AND RESPONSIBILITY

- 16.1. Platform, Platform content and services are neither intended to be used by minors and persons under age of eighteen (18), nor designed and intended to willfully and knowingly collect, use, or disclose any personal information from minors and persons under age of eighteen (18). VOpp will immediately remove personal information from children and/or search to obtain a verifiable parental consent for the collection use, or disclosure of personal information from children, once it will come to VOpp's attention that any personal information from children was submitted or collected through the Platform.
- 16.2. The User confirms and warrants that he/she has reached the age of eighteen (18), has all the sufficient for usage of the Platform and is bound by legal obligations sufficient for any liability that can appear as a result of usage of the Platform files. The User agrees to bear full responsibility for all cases of the Platform usage without distinction, as well as for use of his/her login and password by third parties including minors and persons under age of eighteen (18) living with him/her.

17. GENERAL PROVISIONS

- 17.1. VOpp failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement can not be fulfilled completely or partially at the territory of a certain country, and the parties are not able to come to an agreement, the parties agree to settle all such matters by judicial process. In this case the court may select the closest statutory provisions, according to which the provision of the Agreement can be fulfilled partially or in full.
- 17.2. The User confirms that, in addition to the terms of this Agreement, he/she has familiarized himself/herself with the other agreements that are referenced in this Agreement, and agrees with the restrictions which they impose.

- 17.3. Absence of a result of actions performed by VOpp for organization or control of accurate implementation of the provisions of this or affiliated agreements shall not and cannot be construed as waiver of any rights or provisions.
- 17.4. User shall not be allowed to assign this Agreement and/or transfer User's rights and obligations under this Agreement fully or partly to any third parties. VOpp shall be free to assign this Agreement and/or transfer User's rights and obligations under this Agreement fully or partly to any third parties upon VOpp sole and absolute discretion.

18. **CONTACTS**

- 18.1. For any questions in connection with the provisions of this document, please contact VOpp using the contact information below.

Contact information: jobsifu@vjob.com.my

Or use this link [Contact Us](#).

19. **ACKNOWLEDGEMENT**

- 19.1. IN ACCEPTING THIS AGREEMENT, THE USER ACKNOWLEDGES THAT THE USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF VOPP AGREEING TO PROVIDE THE CONTENT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. USER FURTHER AGREES THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN USER AND VOPP, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN USER AND VOPP RELATING TO THE SUBJECT OF THIS AGREEMENT. TO THE SUBJECT OF THIS AGREEMENT, BY ACCEPTING THE TERMS OF THIS AGREEMENT, THE USER ALSO ACKNOWLEDGES THAT HE HAS READ AND UNDERSTOOD ALL OTHER RELATED AGREEMENTS LISTED BELOW, WHICH CAN BE FOUND ON THE SITE, AND ACCEPTS ALL THE TERMS AND CONDITIONS OF SAID AGREEMENTS:

- Privacy Policy; and
- Personal Data Protection Act Notice.

- 19.2. IN CASE THE USER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF ONE OR MORE OF THE ABOVE-MENTIONED DOCUMENTS, THE USER SHOULD CEASE USING THE SITE OR ANY FEATURES OF THE SITE GOVERNED BY THE TERMS AND CONDITIONS

OF THE PRESENT AGREEMENT; BY USING THE PLATFORMS AND ITS FEATURES, THE USER IMPLICITLY AGREES WITH ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.

Disclaimer: The original, legally binding version of this document is written in English, and it is translated into other languages for the courtesy of our non-English-speaking users. If there are any discrepancies between the English version and a translated version, the English version supersedes the translated version.