

## TERMS AND CONDITIONS

Welcome to the every website <https://www.every.club/> ("Website").

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY SO THAT YOU ARE AWARE OF YOUR RIGHTS AND OBLIGATIONS TOWARDS **IIMPACT SDN BHD (COMPANY REGISTRATION NO. 201701044203 (1258376-V)) IN MALAYSIA**, AND ITS RELATED COMPANIES, SUBSIDIARIES AND AFFILIATES (INDIVIDUALLY AND COLLECTIVELY, "IIMPACT", "every", "WE", "US" OR "OUR") IN RESPECT OF THE ACCESS AND USE OF THE WEBSITE AND/OR SERVICES PROVIDED BY US.

BY ACCESSING THE WEBSITE, USING THE SERVICES AND/OR REGISTERING FOR AN ACCOUNT WITH US, YOU GIVE YOUR ACCEPTANCE OF AND CONSENT TO THESE TERMS OF USE, WHICH SHALL INCLUDE THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO AND/OR IMPOSED BY US FROM TIME TO TIME. YOUR ACCEPTANCE OF THESE TERMS OF USE SHALL CONSTITUTE LEGALLY BINDING AGREEMENT BETWEEN FAVE AND YOU AS THE USER. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, IN WHOLE OR IN PART, PLEASE DISCONTINUE ACCESSING AND USING THE WEBSITE, ACCOUNT AND/OR SERVICES IMMEDIATELY.

References to 'you', 'your' and 'yours' are references to the person(s) accessing this Website. References to 'IIMPACT', 'we', 'us' and 'our' are references to every. The headings herein are inserted for reference only.

### General

Please direct any questions which you may have concerning these Terms and Conditions to our Customer Service:

Customer Service:  
[support@iimpact.com](mailto:support@iimpact.com)

The information, material, functions and content provided in this Website and the terms and conditions as specified herein may be changed from time to time with or without notice at the every's absolute discretion. However, where the variation or change is in our sole opinion, of a substantial nature and materially affects your access to this Website we shall notify you of such variation or change by giving you seven (7) days prior notice by display on our Website or by such other mode as we deem fit, unless we are unable to do so due to circumstances beyond our reasonable control. Where the variation is in respect of the terms and conditions, your continued access to this Website subsequent to such variation shall be deemed as your agreement and binding acceptance of the same.

You acknowledge that you have read this Website's Personal Data Protection Notice and Privacy Policy, and agree to those terms and conditions.

### Your Conduct

Your access to this Website shall at all times be in compliance with any guidelines, directions of every or any law, regulations or legislation as may be applicable and you agree that you shall not abuse or misuse this Website or the services herein, in any way. Without prejudice to the generality of the foregoing, you shall not nor assist any other person to hack into or obtain unauthorised access to this Website or any services herein nor interfere with the access and use of the same by others. Further, you agree that you shall not carry out nor assist any other person to transmit communication, information or materials which adversely affects our rights or the rights of others, which is morally offensive, which adversely affects our internet insurance system or the security of our internet insurance system or which is otherwise against the law.

You also agree not to hack into or attempt to gain unauthorised access to this Website or the Services, disrupt the security of this Website's resources, provide information which is inaccurate or false, or

otherwise misuse this Website and the Services. If at any time you discover or suspect that any of these activities has taken place, you must notify us immediately. If you fail or delay in doing so, you may also be held liable for the same, even if undertaken by a third party using your account or your log-in details.

We may but are not obliged to continuously monitor or review your access to this Website or use of the Services. If we know or have reason to believe (i) that there has been any unauthorised transaction involving, or misuse of, the Website or any of the Services, or (ii) that any fraud, criminal offence or violation of any law or regulation has been or will be committed in connection with the Website or the Services (in each case, a "Misuse or Exploitation"), we may (i) block or suspend your access to this Website or your use of the Services immediately (without assigning any reasons or giving you prior notice) and (ii) report the Misuse or Exploitation to any relevant authorities (which includes but is not limited to Bank Negara Malaysia, the Credit Bureau established by Bank Negara Malaysia, the Royal Malaysia Police, the government of Malaysia or any other statutory or governmental authorities). We reserve the right to edit or delete Your Material which violates any of the provisions in these Terms and Conditions (i) without notice to you and (ii) without incurring any liability to you, except where such editing and deletion is caused by our gross negligence or wilful default.

## **Intellectual Property Rights**

All text, graphics, images, art, photos, video or other multimedia work or any combination thereof available on this Website are at all times protected by copyright, trade marks and service marks and any other applicable Intellectual Property or proprietary rights, all of which are the property of every and where applicable, third party proprietors. No right or licence is given to any party accessing this Website to download, reproduce or use any such content. No trade mark or service mark displayed on this Website may be used as a link to any other site unless establishment of such a link and use of such trade mark or service mark is approved in advance by every in writing.

While you may download one (1) copy of the Content for your personal and non-commercial use (subject to you maintaining all relevant copyright and proprietary notices contained therein intact), you agree that the Content on the Website may not be reproduced, copied, transmitted (in any form or by any means), published, adapted, stored, distributed, displayed, licensed, modified, censored, or used in any manner without our prior express consent. You will not insert a hyperlink to this Website or the Services or "mirror" or frame the same or any portion of the same on any other Websites or servers.

All rights in this Website, the Services and the Content which are not expressly granted to you under these Terms and Conditions or otherwise, are at all times expressly reserved by us.

## **PERSONAL DATA PROTECTION/USE**

### **Confidential Information**

It is our policy to respect the privacy of any information disclosed by you in connection with your access to this Website and use of the Services ("Confidential Information"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any laws or regulations, to protect our rights and property, to enforce any provision in these Terms and Conditions, to provide you with the Services, to respond to any claim that any Content or Your Material violates the rights of another person, or as provided for in any terms and conditions governing such facilities, products and services taken up by you, which provide for the disclosure of your Confidential Information.

We may from time to time disclose your Confidential Information (only in aggregate or demographic form) to our third party vendors, advertisers, affiliates or other relevant parties for their records. Further information on how we value your privacy and strive to safeguard your Confidential Information in compliance with the laws of Malaysia, is provided for in every Privacy Policy.

### **Privacy Clause**

By accessing the Website or using any of the Services, you have irrevocably agreed to be bound by the every Privacy Policy which is available at <https://www.every.club> and these Terms and Conditions

as it may relate to the processing of your personal information. PLEASE ENSURE THAT YOU READ AND UNDERSTAND EVERY PRIVACY POLICY IN ADDITION TO THESE TERMS AND CONDITIONS BEFORE CONTINUING TO ACCESS THE WEBSITE OR USING THE SERVICES. For the avoidance of doubt, you agree that such Privacy Policy will be deemed to be incorporated by reference into these Terms and Conditions.

You will at any time have the option to withdraw any consent given earlier. In such instances, we will have the right to refuse to provide, or to discontinue the provision of any product, service, account and/or facility that is/are linked with such information, by giving you at least three (3) Business days' prior written notice.

We reserve the right to amend this privacy clause from time to time with at least twenty-one (21) Business days' prior written notice to you. We may place notice of any such amendments on our Website.

The words "IIMPACT", "us", "we" and "our" when used in this privacy clause are to be read as references to the every.

This clause is without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

### **Links to other sites**

Where we provide hypertext links to other locations on the Internet, such is done for information purposes only. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on this Website. We are not responsible for the content of any other websites or extracts from links or pages linked to or linking to this Website. We have not verified the content of any such websites. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in any other way in connection with linking.

### **Disclaimer of warranties and liabilities**

Whilst we will use our reasonable endeavours to ensure the accuracy, currency, availability, correctness and completeness (in the context of its purpose) of the information and materials contained in this Website, all information and materials including those on services, products, financial information, data, text, graphics, audio, video, links or other items are provided strictly 'as is', and 'as available' and is so provided for your information and reference only. Therefore, every does not warrant the accuracy, adequacy or completeness of such information and materials and expressly disclaims liability for errors or omissions in such information and materials. The use thereof is at your sole risk. No warranty of any kind, implied, express or statutory, including but not limited to any warranty of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with this Website, or any information and materials therein. No warranty is given that access to any information or materials on this Website or this Website as a whole will be provided uninterrupted or free from errors or that any identified defect will be corrected. Further, no warranty is given that this Website or any information or materials are free from any virus or other malicious, destructive or corrupting codes, agents, programs or macros. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with this Website.

You are solely responsible for making your own assessment when accessing and using this Website, the Services and the Content on this Website, and you acknowledge and accept all inherent risks associated in accessing and using this Website, the Services and the Content over the internet.

We will not, at any time, be liable to you or any other person for any damage or loss whatsoever suffered or arising from any interruption to or unavailability of (i) this Website or the Services and/or the Content, and/or (ii) your access to and use of the same for any reason, other than (i) a failure in our systems where such failure is due to our grossly negligent act or omission, or where we had been duly informed of the possibility of such failure in sufficient time to prevent the same; or (ii) from any delay or error in

any transmission or communication due to our grossly negligent act or omission pertaining to your access and use of this Website, the Services and/or the Content.

Likewise, no liability or responsibility shall be borne by every for any damages suffered as a result of any computer viruses downloaded into any computer or internet access device as a consequence of downloading any materials, images or data from this Website or from using and accessing this Website.

## **SECURITY OF MESSAGES**

### **Messages sent at user's risk**

Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to every or any message sent by every to you over the Internet.

### **Indemnity**

You hereby irrevocably agree to indemnify and keep every indemnified from all liabilities, claims, losses (directly or indirectly) and expenses, including any legal fees on a full indemnity basis, that may be incurred by every thereof in connection with or arising from.

- your misuse of this Website and the services provided herein; whether deliberate or otherwise, or
- your breach of these terms and conditions howsoever occasioned, or
- any intellectual property right or proprietary right infringement claim made by a third party against every in connection with your use or misuse of this Website.

## **MISCELLANEOUS**

### **No Waiver**

The failure of every to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

### **No granting of rights**

Any rights not expressly granted herein are reserved.

### **Severability**

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to any law, which is applicable to every, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, without invalidating any other provisions of the terms and conditions herein.

### **Governing Law & Jurisdiction**

Notwithstanding the place or places from which you gain or attempt to gain access to this Website and/or the Services, you agree that these Terms and Conditions, your performance and conduct under these Terms and Conditions, your access to this Website, your use of the Services and/or Content and any differences or disputes arising in relation to such access or use will, at all times, be governed by and construed in accordance with the laws of Malaysia. You agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

The performance of our obligations under these Terms and Conditions is subject always to all applicable laws and regulations. Nothing contained in these Terms and Conditions diminishes our rights to act so as to comply with and conform to any governmental requests or legal requirements relating to access to this Website and use of the Services, or relating to any Content provided to you or acquired by us for your use.

You agree that a printed version of these Terms and Conditions and of any communication given in electronic form will be admissible in judicial or administrative proceedings relating to these Terms and Conditions, to the same extent as though these Terms and Conditions or communication had been issued in printed form.