



## XOX's Website and Online Services Terms of Use

### Introduction

1. Welcome to XOX's website ([www.xox.com.my](http://www.xox.com.my)) or such other website made available by XOX ("Website"). This Terms of Use ("Terms of Use") governs your access and use of XOX's Website and/or Online Services ("Services"). Please read this Terms of Use carefully before you proceed further.
2. If you continue to browse and use this Website, you are agreeing to comply with and to be bound by the terms set out below.
3. The term "XOX" or "us" or "we" refers to XOX Com Sdn Bhd (Company No. 200501027788 (709922-X)).

### Use of the Website

4. Your use of the Website is subject to XOX's Fair Usage Policy.
5. You are solely responsible for all acts and/or omissions during your use of the Website.
6. You agree that:
  - o You provide information that is true and accurate when using the Website;
  - o Your use of the Website will only be for lawful purposes; and
  - o Your use of the Website shall be in accordance with this Terms of Use and shall not be against any public interest.
7. You shall not:
  - o provide information that is inaccurate or false when using the Website;
  - o use the Website to post or cause to post or publish any defamatory or obscene or otherwise unlawful material;
  - o use the Website to post or cause to post materials that are unlawful, libellous, abusive, harmful and/or threatening or otherwise objectionable of any nature;
  - o impersonate another other person when using the Website;
  - o use the Website in such a way that is fraudulent or to cause speculations;
  - o disrupt or intercept our electronic information posted on XOX Website or on any of the servers;
  - o attempt to circumvent any security features of the Website;
  - o use the Website for any activities that may breach any laws or regulations, breach any third party's right or privacy, or contrary to any relevant authorities;
  - o infringe any intellectual property rights;
  - o knowingly transmit or upload files that contain viruses or may lead to security issues; or
  - o use the Website that is otherwise jeopardizing the integrity of the Website or XOX's good name.

### **Intellectual Property**

8. This Website belongs to XOX and all its trademarks, whether registered or otherwise are protected at law. The copyright to the contents of this website is owned by or licensed to XOX. This Website is intended for personal use, quick reference, illustration, and information purposes only and may not be copied, redistributed or published in any manner without the written permission of XOX. Any unauthorised use of any part of this Website is strictly prohibited.
9. The trademarks, logos, characters, and service marks (collectively "Trademarks") displayed on this website belong to XOX. Nothing contained on this Website should be construed as granting any license or right to use any Trademark displayed on this Website. Any use/misuse of the Trademarks displayed on this website, or any other content on this website, except as provided in these Terms and Conditions, is strictly prohibited.
10. XOX reserves the rights to bring any action arising from the improper or unauthorised use of this website, including any action for infringement of its trademarks and other intellectual property rights.

### **Termination**

11. XOX may stop making the Website, in whole or in part, available at any time, with or without notice to you.
12. XOX reserves the right to limit, suspend or terminate your access to the Website and/or the Services for whatever reason we deem fit. In doing so, XOX shall not be liable to you or to any other party for any such limitation, suspension or termination.

### **Disclaimer**

13. Any material provided on the Website is provided on an "As Is" and "As Available" basis without any warranty, express or otherwise.
14. Your use of the Website is at your sole risk.
15. XOX makes no representations or warranties as to the accuracy or completeness of any material of the Website.
16. Any material on the Website shall not be taken as an inducement or be relied on for any particular purpose.
17. To the extent permitted by law, XOX excludes all liability for any loss or damage including but not limited to direct, indirect, special or consequential damage or loss or otherwise arising from the use or reliance on any content of the Website or the Services available.
18. XOX shall be held liable for failure to perform its obligations for acts beyond its control, including but not limited to acts of God, pandemic, insurrection, war, act of terrorism, national emergencies, government or authorities requirements, industrial disputes of any kind, fire, lightning, explosions, flood, inclement weather, subsidence, acts or omissions of third party, third party suppliers, operators, service providers, contractors, software malfunction or disruption of XOX's network.

### **Limitation of Liability**

19. The information contained in this website is for general information purposes only. The information is provided by XOX and whilst we endeavour to keep the information up-to-date and correct, we make

no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to this Website or the information, products, services, or related graphics contained on this Website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

20. Under no scenario will XOX be held responsible or liable in any way for any claims, damages, losses, expenses, costs, or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from your use of or inability to use this Website or any websites linked to it, or from your reliance on the information and material on this Website, even if XOX has been advised of the possibility of such damages in advance.
21. This Website may contain hyperlinks to third-party web pages that are not under the control of XOX. We have no control over the nature, content, and availability of those web pages. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them.
22. Every effort is made to keep this Website up and running smoothly. However, XOX takes no responsibility for and will not be liable for this Website being temporarily unavailable due to technical issues beyond our control, and use of the site shall be entirely at your own risk.

#### **Links to Other Websites**

23. The linkage to other websites provided herein is merely for your convenience and does not signify that XOX endorses such websites. XOX bears no responsibility for the contents of such other websites and shall not be held liable for any damages or injury howsoever arising therefrom. You shall view any of the linked websites at your own risk.

#### **General Matters Notices**

24. Any notices to XOX must be sent in writing to [enquiries@xox.com.my](mailto:enquiries@xox.com.my) to any other address as notified by us from time to time.

#### **Variation/ Changes**

25. XOX reserves the rights to change, vary, or modify any of the information and terms contained herein without notice.

#### **Governing Law and Jurisdiction**

26. The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia, and you shall submit to the jurisdiction of the courts of Malaysia.