

TERMS OF USE

20211231

Welcome!

This Terms of Use is applicable and binding upon you when you access and/or use the Platform and/or Services. Please read this Terms of Use carefully before you proceed.

Please exercise cautions and use our Platform and/or Services at your own risk. The Platform and/or Services are provided to you on an “as is” basis, without any warranty of any kind and our liability to you in connection with your use of the Platform and/or Services is limited. Please be reminded that your use of our Content, Platform and/or Services may also subject to any further agreements you may have with us. In the case of any conflict between these Terms of Use and any agreement you have entered/will enter with us, the terms of the agreement will prevail to the extent of any inconsistencies.

You represent to us that you are lawfully able to enter into the Agreement with us (e.g., you are not a minor). If you are entering into the Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. OUR RIGHTS TO MAKE CHANGES

- 1.1 In relation to the Platform and Services. We are constantly evolving in order to provide the best possible experience and information to you. As such, you acknowledge and agree that the form and nature of our Services may change from time to time without any prior notice to you. As part of this continuing process, we may stop (permanently or temporarily) providing any of the Services (or any features within the Services) to you without any prior notice. We shall not be liable for such change or discontinuance.
- 1.2 In relation to this Terms of Use. We can change any terms and conditions of the Terms of Use at any time, without notice. As such, you should visit this page periodically to review the updated and most current Terms of Use as they are binding on you.
- 1.3 When changes are made, it will be effective immediately upon posting on the Website. You understand and agree that if you continue to access and/or use the Platform, and/or the Services after the date on which such terms have changed, we shall treat that you have accepted those changes in its entirety. The changes shall have a retrospective effect and shall apply from the date you register an Account with us, the date you access and/or use the Platform or the Services, whichever earlier. We last modified this Terms of Use on the date listed above.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions.

The following words are given the following definitions in relation to this Terms of Use: -

“Account”	means an account opened by you with us to access and/or use the Services.
------------------	---

“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
“Agreement”	means the Terms of Use and Privacy Policy.
“Appropriate Authority”	means (i) the federal government of Malaysia, (iii) any state, province, regency, municipality or other political subdivision of Malaysia, (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (v) the relevant authority in a foreign country, if applicable.
“Brand Features”	means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Consequential Loss”	means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of use of Services, loss of use of Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).
“Content”	means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics, files, data, images, photographs, pictures, logos, video clips, news, and any other content.
“End User”	means any entity or individual that access the Platform and/or Services under your Account.
“End User Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted on the Platform by the End User.
“Intellectual Property” or “Intellectual Property Rights”	means all intellectual property rights both in Malaysia and throughout the world including: <ul style="list-style-type: none"> (a) any patents, copyright, industrial design, moral rights and similar rights of any type, trade secrets, registered and unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, registered designs and commercial names and designations;

	(b) any inventions, discoveries, trade secrets, know-how, computer software, software application, and scientific, technical and product information; and
	(c) any intellectual property rights existing now or in the future.
“PDPA”	means Personal Data Protection Act 2010.
“Personal Data”	shall have the same meaning ascribed to it in the PDPA.
“Platform”	collectively means Website, Social Media, and/or any other platform (whether known now or in the future) owned and/or managed by us or our Affiliate.
“Post/Posted”	means to publish, display, submit and/or upload.
“Privacy Policy”	means a statement that discloses the ways we gather, use, disclose and manage your Personal Data and how you can opt-out, change, update and access your Personal Data.
“Services”	means each of the services made available by us or our Affiliate, including our online services like skillset assessment, role-fit assessment, job profiling, job prospecting, individual development plan, training marketplace, learning trail and growth experience, interactive coaching and job recommendations (excluding third party Services and Content)
“Social Media”	means social media account such as Facebook, Twitter, LinkedIn, Instagram, or any other social media account (whether known now or in the future).
“we” or “us” or “ours”	means Green Packet Academy Sdn Bhd (Reg No 1415576W).
“Website”	means the website owned and/or managed by us (as amended from time to time), excluding any external website to which the website points by way of hyperlink or otherwise.
“you” or “your” or ‘yours”	means you or the entity you represent.

2.2 Interpretations

Unless there is something in the subject or context, the following words are given the following interpretations: -

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;

- (c) titles and headings of the Terms of Use is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Terms of Use; and
- (d) just because we are responsible for the preparation of the Terms of Use, or any part of it, the rule of construction shall not apply to our disadvantage.

3. USE OF OUR PLATFORM AND/OR SERVICES

- 3.1 You are permitted to use and/or access our Platform and Services only if you are an individual or if you are an employer, an individual authorise to represent you, requiring our Content and Services. You are prohibited to use our Platform and Services for or directed toward commercial advantage or monetary compensation. You are however permitted to download, store and display on your computer or other electronic device, solely with the intention to view, browse and listen to our Content for informational purposes.
- 3.2 You agree not to use our Platform to:
- publish, upload, distribute, post, email, transmit or otherwise make available any Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;
 - defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity or business integrity;
 - impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - download any file or Content posted by another user that you know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such a manner;
 - interfere with or disrupt the servers, or networks which support the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
 - violate any applicable domestic or international law and any regulations;
 - harvest, collect, or store personal information or data of other users.
 - share with a third party any login credentials for our Platform.
- 3.3 Note that by using and/or accessing our Platform, there are risks, including but not limited to the risk of physical harm, of dealing with strangers, fraudsters, criminals and underage persons. You agree and undertake to exercise your due diligence before dealing with said users and shall

assume all risks associated with dealing with other users with whom you have come in contact through our Platform.

4. **THIRD PARTY PROVIDER**

- 4.1 Our Content, Platform and Services may contain certain content, promotion, goods and/or services supplied by a third party. It may also contain certain hyperlinks to other websites which are neither maintained nor controlled by us ("**Third Party Services**"). Such Third Party Services is provided to you as a matter of convenience only. Notwithstanding, you acknowledge and agree that we reserve the rights to offer third party services and products to you at any time.
- 4.2 Where any part of the Services include provision of Third Party Services, you agree that the use of such Third Party Services is subject to such third party terms and conditions including their privacy policy. You must ensure you comply strictly with the terms and conditions of the third party and does not erode our rights in any circumstances. In addition to any of other rights we mentioned in the Terms of Use, you agree to indemnify, defend and hold us harmless from any losses and threatened losses arising from and in connection with, or based on: (a) any Claim from third party resulting from any of your act, omission and/or negligence, and/or (b) any other claim arising out of or related to your breach of such third party terms and conditions, whether directly or indirectly.

5. **YOUR ACCOUNT**

- 5.1 Generally, you can access our Platform without disclosing your Personal Data. However, if any portion of the Platform require you to register an account with us either for your own individual use or on behalf of the End User, you must provide us with accurate and complete information and keep that information accurate, complete and up-to-date.
- 5.2 We may, but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Platform and/or Services if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 5.3 In the event you are/will be registering or registered for an Account on behalf of your End User, you represent and warrant that (i) you have all rights required to provide Personal Data and other information of the End User to us; and (ii) your use of the Personal Data and other information of the End User does not violate any laws or rights of any person.
- 5.4 You understand and acknowledge that if you cancel your personal Account or your Account/End User Account is terminated, all your account information from our Platform, will be marked as deleted and may be deleted from our databases. However, do take note that information may continue to be available for some period of time because of delays in propagating such deletion through our web servers.

- 5.5 If we allow you to log-in using your Social Media account, you permit us to access certain information from your Social Media Account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media account.
- 5.6 You are responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account. Except to the extent caused by our breach of the Agreement, (a) you are responsible for all activities that occur under your Account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our Affiliate are not responsible for unauthorized access to your Account. You undertake to immediately notify us in the event of any unauthorised use of your Account and/or passwords.
- 5.7 For the avoidance of doubt, you agree that we have the right to delete your Account or End User Account and all End User Content related thereto after a significant duration of inactivity. Notwithstanding, if you wish to terminate your Account, you may do so by submitting your request via email to gpa@greenpacket.com. Please note that in the event that you elect to terminate your account, we have the right and may elect to continue to post and publish on our Platform personally identifying information associated with your Content that you have posted.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Our Content and all software and technology used, provided on or through the Platform and/or Services is our sole property or our licensors. You may only use such materials in connection with your access to our Platform and/or Services. We retain all rights in all materials, technology and Intellectual Property on the Platform and except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, on the Content, End User Content or any of the other's Intellectual Property.
- 6.2 You may display our Brand Features provided that prior notice is given to us. We may use your Brand Features in online or offline promotional material of the Services.
- 6.3 In relation to the access and use of our Platform and/or Services, we or our licensor grant you a limited, royalty-free, revocable, non-exclusive, non-sublicensable and non-transferrable license to use, without restrictions and payment to access and use our Platform and/or Services subject to the terms of this Terms of Use.
- 6.4 Subject to the terms and conditions of this Terms of Use, we grant you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to copy and use our Content solely in connection with your permitted use of the Services.
- 6.5 Any other Intellectual Property Rights appearing in our Content, Platform and/or Services may contain Intellectual Property Rights of third parties that are not affiliated with us. We do not own such third-party's Intellectual Property Rights and the use of such Intellectual Property Rights may be subject to the terms and conditions of such third-party.

7. OUR CONTENT AND YOUR CONTENT/END USER'S CONTENT

7.1 Our Content

- (a) The Content is provided to you on an “**AS IS**” basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way.
- (b) We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- (c) You further acknowledge and understand that the Content provided in any part of our Platform may contain technical inaccuracies or typographical errors. We also disclaim any liability for any Content or information that may become outdated since the last time that particular piece of information was updated. We can make changes and corrections to any parts to any part of the Content contained in the Platform at any time without prior notice to you.

7.2 Your Content/End User's Content

We are not responsible and have no control over the accuracy, reliability or completeness of your Content or End User Content (as the case may be). While we may have the sole right to remove such Content from our Platform from time to time, we do not assume such obligation and to the extent permitted by law, we disclaim any liability for failing to take such action.

- 7.3 If you are of the view that any of the Content on our Platform do not conform to the Agreement, please contact us and we may, in our sole discretion investigate the allegation and determine whether to remove or request the removal of such Content. Nonetheless, we shall not be liable or responsible in any way to you for the performance or non-performance of such activities.

8. DISCLAIMER OF WARRANTIES

- 8.1 The Content, Platform and/or Services are provided to you on an ‘as is’ and ‘as available’ basis, with all faults. We and our Affiliates do not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade, with respect to our Content, Platform and/or Services.
- 8.2 We make no representation that the defect in operation or functionality of the Platform and/or Services, if any, will be corrected. We disclaim any and all implied warranties on conditions of title, merchantability, fitness for a particular purpose, and non-infringement.
- 8.3 No advice or information, whether oral or written, obtained by you from us, or from our Platform shall create any warranty of any type.
- 8.4 Any of our Content downloaded or otherwise obtained through the use of the Platform and/or Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer, mobile device, or loss of data that results from the download of any such Content.

8.5 You acknowledge and agree that (i) our Platform and/or Services may or may not be compatible with your device; and (ii) we do not control the transfer of data over communications facilities or networks, including the internet, mobile networks or other means of data transmission, and the Platform and/or Services may be subject to limitations, delays, interruptions and other problems inherent in the use of such communications facilities. The availability of the Platform and/or Services may also be dependent on third party service providers used to render the Services to you, which we have no control over, and the operation, maintenance and availability of such Third-Party Services are governed, as the case may be, by their respective terms of service.

8.6 **WE SHALL NOT BE LIABLE TO YOU AT ALL FOR MATTERS ARISING UNDER THIS CLAUSE 8.**

9. INDEMNITY

You agree to defend, indemnify and hold us, our Affiliates, officers, directors, employees and agents from and against any Claims including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any Content or other material you may provide to our Platform; (ii) your use of any of our Content; or (iii) your breach of the Agreement. We shall provide notice to you promptly of any such Claims.

10. LIMIT OF LIABILITY

To the fullest extent possible by law, we, our Affiliate, suppliers or any third parties mentioned on the Platform shall not be liable for any Consequential Loss resulting from the use or inability to use the Platform or any Content and Services whether or not we have been advised of the possibility of such damages.

11. GENERAL

11.1 The Agreement is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

11.2 We make no claims or representations that our Content, Platform and/or Services may be lawfully viewed or accessed outside of Malaysia. If you view or access our Content, Platform and/or Services outside of Malaysia, do so at your own risk and are responsible for compliance with the laws of where you are from.

12. TERM AND TERMINATION

This Agreement will remain in full force and effect while you or the End User are using our Platform. We reserve the right, at our sole discretion, to pursue all legal remedies, including but not limited to removal of your Content and End User's Content from our Website and immediately terminate your registration with or ability to access our Platform and/or Services provided to you by us, upon your breach of the Agreement or if we are unable to verify or authenticate any information you submit to our Website registration.