

# CSS Visitor Management System (VMS)

## SUBSCRIPTION - Products & Services

### TERMS & CONDITIONS | POLICIES

CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING THIS TERMS & CONDITIONS / POLICIES BEFORE ACCEPTING, ACCESSING, AND/OR USING ANY CSS STRATA MANAGEMENT SDN BHD'S (CSS) SERVICES. CUSTOMER CONFIRMS THAT HE OR SHE HAS READ AND ACCEPTED THIS TERMS & CONDITIONS UPON STARTING TO USE SUCH SERVICE IN ADDITION, BY REGISTERING FOR THE SUBSCRIPTION, CUSTOMER GRANTS TO CSS PERMISSION TO COLLECT, USE AND PROCESS ALL THE INFORMATION RELATED TO THE PRODUCT, SOLUTION AND SERVICES PROVIDED BY CSS AND AUTHORISES TO RECEIVE PROMOTIONAL, SALES AND MARKETING EMAILS FROM CSS. CUSTOMER WILL HAVE THE OPTION TO UNSUBSCRIBE TO THESE EMAILS AT ANYTIME, BY FOLLOWING UNSUBSCRIBE PROCEDURES AND/OR PROVIDING WRITTEN EMAIL NOTICE TO CSS AT [SALES@CSSSTRATA.COM](mailto:SALES@CSSSTRATA.COM).

YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL AND PROFESSIONAL ADVICE IN UNDERSTANDING AND EVALUATING WHETHER TO ACCEPT THIS TERMS & CONDITIONS / POLICIES.

CSS RESERVES THE RIGHT TO AMEND, CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THE PROVISIONS OF THIS TERMS & CONDITIONS AT ANY TIME. SUCH CHANGES/AMENDMENTS COULD BE POSTED ONLINE AND SHALL BE EFFECTIVE WHEN POSTED WITH NO OTHER NOTICES PROVIDED. YOU ARE RESPONSIBLE TO REGULARLY REVIEW INFORMATION POSTED ON CSS' WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES/AMENDMENTS AND YOU ARE DEEMED TO BE AWARE OF AND BOUND BY ANY CHANGES TO THE FOREGOING UPON THEIR PUBLICATION ON CSS' WEBSITE. IF YOU DO NOT WISH TO BE BOUND BY THESE AMENDED TERMS & CONDITIONS, YOU SHALL CEASE USING SERVICES IMMEDIATELY. HOWEVER, YOUR CONTINUE USE OF THE SERVICE, OR CONTINUE ACCESS OF ALL PRODUCTS AND ACCESSORIES FURNISHED BY CSS AFTER THE CHANGES/AMENDMENTS ARE MADE WILL BE DEEMED TO CONSTITUTE ACCEPTANCE OF THE AMENDED TERMS & CONDITIONS.

## 1. Definitions

The following expressions shall have the following meanings respectively ascribed to them, unless specified otherwise:-

"Customer"	means a person who accesses, uses, and/or participates in the Services in any manner;
"Customer Data"	means all content, whether public posted, privately transmitted or provided to CSS or all content uploaded, posted, transmitted or otherwise made available by the Customer to the Services;
"Initial Subscription Term"	shall have the meaning ascribed to it in Clause 5.1;
"Renewal Subscription Term"	shall have the meaning ascribed to it in Clause 5.2;
"Services"	means any facilities or system modules provided by CSS and subscribed by the Customer including but not limited to admin daily operations to mobile app, Klik Asia, visitor management system and more during the Initial Subscription Term or Renewal Subscription Term, as the case may be;
"Service Charges"	means the fees to be paid by the Customer to CSS in consideration for the Services received, calculated or computed in accordance with such rate as

	determined by CSS and accepted by the Customer from time to time, as more particularly described in Clause 6 herein;
“User Account”	includes any user account as may be registered with CSS, and shall mean an account the Customer may be required to create and register in order to access the Services.

In this Terms & Conditions:-

- (a) references to a statutory provision including any subsidiary legislation made from time to time under that provision;
- (b) references to a statute or statutory provision include that statute or provision as from to time modified, re-enacted or consolidated, whether before or after the date of this Terms & Conditions, so far as such modification, re-enactment or consolidation applies or is capable of applying to any transaction entered into in accordance with this Terms & Conditions and (so far as liability thereunder may exist or can arise) shall include also any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which such statute or provision has directly or indirectly replaced;
- (c) unless a contrary indication appears, a reference in this Terms & Conditions to “including” shall not be construed restrictively but shall mean “including but without prejudice to the generality of the foregoing” and “including, but without limitation”;
- (d) unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to natural persons shall include bodies corporate and vice versa; and words denoting any gender shall include all genders;
- (e) the expression “person” means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organisation;
- (f) any reference to a “day”, “week”, “month” or “year” is to a day, week, month or year, and any reference to a date is to that date, in accordance with the Gregorian calendar. and
- (f) the headings and titles for each clause are purely for ease of reference and do not form part of or affect the interpretation of these Terms & Conditions.

## 2. Grant of Rights

In consideration of the Service Charges to be paid by the Customer to CSS and subject to the terms and conditions herein and any other contract(s) between the Customer and CSS, governing the use of CSS's Service by the Customer, CSS hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited license to use the Services during the Initial Subscription Term or Renewal Subscription Term, as the case may be, solely for Customer's own business purposes and strictly not for any commercial or competitive purpose without CSS's consent. CSS reserves the right to make changes, modifications, reduction in functionality and enhancements to the Services, at any time, and from time to time without prior notice.

The license for use of the Service is effective until terminated. This license will terminate as set forth under this Terms & Conditions or if you fail to comply with any provision of this Terms & Conditions.

## 3. Limitations on Use

Unless expressly permitted by CSS in writing, the Customer shall not (i) sell, rent, loan, sub-license, disclose, assign or share the use or otherwise communicate or make available any Services or any part thereof to any other party whatsoever; (ii) modify or make derivative works based upon the Services or the Content; (iii) reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by us with respect to the Services and/or data transmitted, processed or stored by CSS; or (iv) access the Services in order to build a competitive product or service.

Additionally, Customer shall not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful

computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (v) attempt to gain unauthorized access to the Services or its related systems or networks

## 4. Ownership of Service & Customer Data

4.1 Ownership of the Service. The Service is the property of CSS, and is protected by copyright, patent, trade secret and other intellectual property laws. CSS retains any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Service is limited to the rights expressly granted in this terms and conditions / policy and the applicable Order Form(s). All rights not expressly granted to Customer are reserved and retained by CSS. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Service and Contents. You also shall not, without our prior written consent, mirror or frame any part or whole of the Service on any other server or as part of any other website.

4.2 Customer Data. The Services allow Customer to enter Customer Data. To the extent Customer enters any Customer Data into the Services, Customer, not CSS, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Customer Data, and CSS shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such Customer Data. It is Customer's responsibility to inform users and third parties that Customer is providing their information to CSS, to inform them of how it will be used and to gather appropriate consents required for such transfer and use. CSS will not have any liability that may result from Customer's use of the Services to collect or manage sensitive information. CSS's use of Customer Data shall be limited to the purpose of providing the Services to the Customer. To the extent Customer enters Customer Data into the Services, Customer agrees and acknowledges that CSS is not obligated to retain any Customer Data after termination or expiration of the Services, and (ii) CSS may delete Customer Data after the end of the Services, without further obligation or liability to the Customer.

4.3 The Customer agrees to indemnify and hold CSS, our owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to the Customer Data.

4.4 The Customer acknowledges that CSS and our designees shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Customer Data. Without limiting the foregoing, CSS and our designees shall have the right to remove any content (i) that violates this Terms & Conditions, any applicable laws or regulations; (ii) if CSS receive a complaint from another User; (iii) if CSS receive a notice of Intellectual Property infringement or other legal instruction for removal; or (iv) if such content is otherwise objectionable. CSS may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of CSS's effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms & Conditions.

## 5. Subscription Term and Renewal

5.1 Initial Subscription Term. The Initial Subscription Term shall begin on the effective date of Customer's Subscription subject to the due payment of the Service Charges in full and expire at the end of the period selected during the subscription process.

5.2 Renewal Subscription Term. Unless Customer gives CSS a written notice that Customer does not intend to renew the subscription, this Services will automatically renew on an annual basis for subsequent renewal terms of twelve (12) months. The Renewal Subscription Term shall be: (i) on the then-current terms and conditions of this Terms & Conditions, and (ii) subject to any applicable renewal pricing and/or particular fees. Written notice of non-renewal must be sent by email to sales@cssstrata.com no less than thirty (30) days in advance of the end of the Initial Subscription Term.

## 6. Service Charges and Product Prices

In consideration of the provision of the Services by CSS, the Customer shall pay the Service Charges in advance before the commencement of the Initial Subscription Term or Renewal Subscription Term, as the case may be, on annual basis as well as all other incidental fees, including but without limitation to prices of the product and accessories required to operate the Services, training fees, setup and installation fees and

any other charges ("Incidental Cost"). The Services Charges and Incidental Cost shall become due and payable to CSS upon the issuance of invoice by CSS.

The Service Charges payable shall cover the initial gratis support service exclusively specified, technical supports, system maintenance and software upgrade (if any), but shall not include the product and accessories required to operate the Services.

The Customer hereby acknowledges and agrees that the Service Charges for any additional servers, as a result of future amalgamation, reconstruction or otherwise of the Customer's constitution which are not covered by this Terms & Conditions or Order Forms, are payable separately by the Customer to CSS as the rate as may be reasonably determined by CSS at its sole discretion.

The Customer hereby further acknowledges and agrees that:-

- (a) CSS shall at the liberty to adjust the Service Charges, any of the Incidental Cost in compliance inflationary operation costs from time to time ("Adjustment") provided that a written notice is served to the Customer forty-five (45) days before the Adjustment comes into effect;
- (b) CSS shall at the liberty to impose any further charges on top of the Service Charges from time to time provided that a written notice has been given by CSS to the Customer forty five (45) days before the further charges comes into effect; and
- (c) All the Service Charges and Incidental Cost are strictly not refundable for whatsoever reasons.

## 7. Customer's Responsibilities

Customer is responsible for all activity occurring under Customer's User accounts and shall comply with all applicable laws and regulations in connection with Customer's use of the Services, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. All the related hardware products and accessories for the Services would be fully under Customer's care responsibility solely after CSS's delivery / handover and Customer has acknowledged the acceptance in good condition. To the extent damage resulting from abuse, accident, modifications or other causes that are not defects in materials and workmanship, Customer, not CSS, shall solely bear for the losses. Hardware products and accessories within warranty period, CSS will investigate thoroughly whenever warranty claim is received and will, at its sole discretion, at its option, repair or exchange for Customer.

The Customer is responsible for making all arrangements necessary for the Customer to have access to the Services. CSS shall not be liable for any telephone costs, telecommunications costs or other costs that the Customer may incur in connection with the same. The Customer is also responsible for ensuring that all persons who access the Services through internet connection are aware of these Terms & Conditions, and that they comply with them.

Without limitation, the Customer undertake not to use or permit anyone else to use the Services:-

- (a) in breach of this Terms & Conditions, any applicable laws or regulations;
- (b) in a manner that:
  - i. may unreasonably encumber or impose an unreasonable or disproportionately large load on, in our sole discretion, the Service's infrastructure;
  - ii. may interfere or attempt to interfere with the proper working of the Services or any third-party participation in the Services; or
  - iii. may bypasses CSS's measures that are used to prevent or restrict access to the Services;
- (c) to collect or harvest any personally identifiable data, including without limitation, names or other User Account information, nor to use the communication systems provided by CSS for any commercial solicitation purposes;
- (d) to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- (e) for any fraudulent purpose;
- (f) other than in conformance with accepted internet practices and practices of any connected networks;

- (g) in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
- (h) for a purpose other than which CSS has designed them or intended them to be used.

The following use of the Services are expressly prohibited and the Customer undertake not to do (or to permit anyone else to do) any of the following:-

- (a) furnishing false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;
- (b) attempting to circumvent CSS' security or network including accessing data not intended for the Customer, logging into a server or account that the Customer not expressly authorised to access, or probing the security of other networks;
- (c) uploading, emailing, posting, transmitting or otherwise making available any content that the Customer does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (d) using the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (e) opening and/or operating multiple user Accounts in connection with any conduct that violates either the letter or spirit of this Terms & Conditions;
- (f) manipulating the price of any products or Services;
- (g) taking any action that may undermine the feedback or rating system;
- (h) engaging in any conduct which, in CSS' opinion, restricts or inhibits any other users from properly using or enjoying the Services.

## 8. Customer Support

CSS will provide technical support via email and chat for the Services. Email support can be accessed through emailing [supports@cssdecisions.com](mailto:supports@cssdecisions.com) and [support@cssdecisions.com](mailto:support@cssdecisions.com). Chat Support is available via 03-92004094 and 03-92004098. CSS's business hours are between 9 AM and 5:30 PM from Mondays till Fridays. Messages can be left after hours, and will be responded to the following business day.

## 9. Suspension and Termination

9.1 Termination for Cause. Either party may terminate the Services for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period. The Services may not otherwise be terminated prior to the end of the Initial Subscription Term or Renewal Subscription Term, as the case may be.

9.2 Suspension for Non-Payment. CSS may suspend or terminate the Customer's access to all or any part of the Service upon fourteen (14) days' notice to Customer of non-payment of any amount past due. CSS may also suspend the Customer's access to the Service if the Customer fails to comply with any of the terms herein contained and/or CSS has reasonable suspicion that the Customer has in using all and/or any part of the Services be involved or is going to involve in fraudulent and/or illegal activities. Upon any clearance or settlement of any grounds of suspension, CSS may if it deems appropriate and proper make available of the Services and the subscription shall continue in effect as if the Services had not been suspended. Where the suspension is in accordance with this terms and conditions, CSS shall not be liable to the Customer for any losses or damages or prospective profits of any nature whatsoever arising out of the abovementioned suspension of the Services.

9.3 Any termination of suspension of Services shall be without prejudice to any other rights or remedies CSS may be entitled hereunder or at law.

9.4 All fees paid by Customer to CSS are non-refundable regardless whatsoever conditions / circumstances. Sixty (60) days after termination or expiration of the Initial Subscription Term or Renewal Subscription Term, as the case may be, CSS has no obligation to maintain the Customer Data and may, unless legally prohibited, delete all Customer Data in CSS systems or otherwise in CSS control.

## 10. Disclaimer of Warranty

THE SERVICES ARE PROVIDED ON "AS IS", "AS AVAILABLE" BASIS AND CSS MAKES NO WARRANTIES OF ANY KIND. CSS DOES NOT WARRANT THAT THE SERVICES, (INCLUDING PROFESSIONAL SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. CSS'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CSS IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CSS.

CSS, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY HAVING ACCESS TO THE SERVICES WHETHER WITH OR WITHOUT CSS'S CONSENT FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES ARISING FROM, INTER ALIA, ANY DELAY OR DISRUPTION IN THE USE OF THE SERVICES, NOTWITHSTANDING THAT CSS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

TO THE EXTENT PERMITTED UNDER MALAYSIAN LAW, CSS SHALL NOT BE MADE LIABLE AND RESPONSIBLE FOR:-

- (A) THE SUITABILITY OF THE SERVICE IN RESPECT OF THE CUSTOMER'S INTENDED USE OF THE SERVICES; AND
- (B) ANY FAULT OR DEFECT OF THE SERVICES RESULTING FROM: -
  - I. THE IMPROPER USE, OPERATION OR NEGLIGENCE OF THE SERVICES;
  - II. THE FAILURE BY THE CUSTOMER TO IMPLEMENT THE RECOMMENDATIONS IN RESPECT OF THE SOLUTIONS TO FAULTS OR DEFECT PREVIOUSLY ADVISED BY CSS;
  - III. ANY REPAIR, ADJUSTMENT, ALTERATION OR MODIFICATION OF THE SERVICES BY ANY PERSON OTHER CSS WITHOUT CSS'S PRIOR WRITTEN CONSENT;
  - IV. ANY BREACH BY THE CUSTOMER OF ANY OF ITS OBLIGATIONS UNDER ANY MAINTENANCE AGREEMENT IN RESPECT OF THE CUSTOMER'S DEVICES WHERE THE SERVICES IS OPERATED;
  - V. ANY UNLAWFUL USAGE OF THE SERVICES; AND
  - VI. THE USE OF THE SERVICES FOR A PURPOSE FOR WHICH IT WAS NOT DESIGNED.

WITHOUT PREJUDICE TO THE ABOVE, CSS' ENTIRE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE SUBSCRIPTION OF THE SERVICES FOR CLAIMS, LOSSES OR DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER THE LIABILITY ARISES IN CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT DOES NOT EXCEED THE TOTAL NET PAYMENTS PAYABLE BY THE CUSTOMER DURING ONE (1) MONTH PRECEDING THE MONTH IN WHICH LOSS OR DAMAGE OCCURRED.

## 11. Indemnity

The Customer unconditionally and irrevocably undertake to fully and effectively indemnify CSS, our officers, directors, employees, agents, contractors, assigns, servants, affiliate, members of our group of companies and third parties connected to us and keep each of the aforesaid persons indemnified from and against any and all claims, losses (including loss of profit), liabilities, obligations, penalties, fines, costs and expenses (including but not limited to solicitors' fees on a solicitor and client basis) arising in any way from Customer use of the Services, and/or such use thereof by any other party using the Customer's User Account (whether such use is authorised or unauthorised) or having access to the Services and/or to any electronic or telecommunications device thereof at all times whether with or without the Customer's consent or any breach or alleged breach or violation by the Customer (or the Customer's agents or representatives or persons acting under the Customer) of any part of this Terms & Conditions or any third party rights including but not limited to violation of any copyright, proprietary or privacy rights. This obligation to indemnify shall continue in full force and effect and shall survive the termination of the Services for any reason whatsoever.

## 12. General/Notices

These Terms & Conditions shall be governed by and construed in accordance with the laws of Malaysia and the parties herein agree to submit to the jurisdiction of the Courts of Malaya. No joint venture, partnership, employment, or agency relationship exists between Customer and CSS as a result of using the Services. The failure of either party to enforce any right or provision in this terms and conditions / policy shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. CSS provides one (1) year manufacturing warranty for Tablet Device and three (3) months warranty for Phone Receiver, Bluetooth Keyboard, and Wireless Barcode Scanner respectively, subject products and accessories are furnishing originally from CSS. Products and accessories not mentioned in this Terms & Conditions would be excluded from warranty. CSS is strongly advising Customer to subscribe to telco service plans on their own for use of the Services. All necessary Customer's payments shall be paid in full, in time to CSS to avoid the termination of the Services and/or retraction of all related hardware products and accessories under certain circumstances.

Any notice or demand or other document may be sent by CSS to the Customer by transmitting the same to the Customer's last known email address known to CSS and shall be deemed to have been received by the Customer immediately upon successful the transmission thereof notwithstanding any delay caused by mechanical or electronic failure or any reasons whatsoever.

If any provision of this Terms & Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Terms & Conditions and the legality, validity and enforceability of the remainder of this Terms & Conditions shall, subject to any deletion or modification made, not be effected.

CSS shall not be liable to the Customer for non-performance or delay in performance of any of CSS's obligations under this Terms & Conditions resulting from any act of god, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of governmental, change of law, or any supervening event of whatsoever nature beyond our reasonable control.