

CSS Visitor Management System (VMS)

TRIAL PRODUCT & SOLUTION

TERMS & CONDITIONS | POLICIES

CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING THIS TRIAL 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 AGREEMENT UPON STARTING TO USE SUCH SERVICE. IN ADDITION, BY REGISTERING FOR THE TRIAL, CUSTOMER GRANTS TO CSS PERMISSION TO COLLECT, USE AND PROCESS ALL THE INFORMATION RELATED TO THE TRIAL PRODUCT & SOLUTION 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.

YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL AND PROFESSIONAL ADVICE IN UNDERSTANDING AND EVALUATING WHETHER TO ACCEPT THIS TRIAL 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'S 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'S WEBSITE. IF YOU DO NOT WISH TO BE BOUND BY THESE AMENDED TERMS & CONDITIONS, YOU SHALL CEASE USING TRIAL SERVICES IMMEDIATELY. HOWEVER, YOUR CONTINUE USE OF THE TRIAL 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 Trial 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 Trial Services;
"Trial Period"	shall have the meaning ascribed to it in Clause 4;
"Trial Services"	means any facilities or system modules provided by CSS and elected by the Customer including but not limited to admin daily operations to mobile app, Klik Asia, visitor management system and more during the Trial Period;
"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 Trial Services.

In this Agreement:-

- (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 time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement, so far as such modification, re-enactment or consolidation applies or is capable of applying to any transaction entered into in accordance with this Agreement 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 Agreement 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; 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 this Agreement.

2. License Grant/Limitations/Restrictions

This Trial Agreement (“**Agreement**”) is made and entered into on the first day that the Trial Services are activated for Customer’s use (“**Trial Service Activation Date**”) between every and each Customer and CSS STRATA MANAGEMENT SDN. BHD. and its affiliates and subsidiaries (individually and collectively, “CSS”, “we”, “us”, “our” or “ours”), and will remain in effect for the duration of the Trial Period as specified below. The individual who has registered and signed up for the Trial Services represents and warrants that he or she has the legal power and authority to enter into this Agreement and to legally bind the Customer to the terms of this Trial Agreement. The terms and conditions of this Agreement shall govern the Trial Services to be provided by CSS during the Trial Period. The term “**CSS**” shall include CSS, and any third parties which are providing third party services or products, on behalf of CSS, as part of the Trial Services.

Subject to the terms and conditions of this Agreement, CSS hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited license to use the Trial Services during the Trial Period solely for Customer’s own business purposes and strictly for purposes of its own internal evaluation of the CSS Services and not for any commercial or competitive purpose. CSS reserves the right to make changes, modifications, reduction in functionality and enhancements to the Trial Services, at any time, and from time to time without prior notice.

3. Limitations on Use

Customer shall not release to any third party the results of any evaluation of the Trial Services performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of CSS. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Trial Services or the Content in any way; (ii) modify or make derivative works based upon the Trial Services or the Content; (iii) reverse engineer, disassemble or hack the Trial Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by us with respect to the Trial Services and/or data transmitted, processed or stored by CSS; or (iv) access the Trial Services in order to build a competitive product or service. Additionally, Customer shall not use the Trial 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 Trial Services or the data contained therein; or (v) attempt to gain unauthorized access to the Trial Services or its related systems or networks.

All proprietary content, trademarks, service marks, brand names, logos and other intellectual property (“**Intellectual Property**”) in the Trial Services and Contents are the property of CSS and where applicable, third party proprietors identified by CCS. No right or licence is granted directly or indirectly to the Customer to use or reproduce any Intellectual Property, and no Customer shall claim any right, title or interest therein.

By using or accessing the Trial Service, you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Trial Services and the Contents. 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 Trial Service and Contents. You also shall not, without our prior written consent, mirror or frame any part or whole of the Trial Service on any other server or as part of any other website.

The license for use of the Trial Service is effective until terminated. This license will terminate as set forth under this Agreement, or if you fail to comply with any provision of this Agreement. In such an event, CSS may effect such termination with or without notice to you.

4. Trial Period and Requirements to Convert to A Full Subscription

The Trial Period for the Trial Services will be for fourteen (14) days from the Trial Service Activation Date, unless: a) such Trial Period is for a longer term as specified by CSS; or b) is extended by mutual Agreement of the parties. Customer acknowledges and agrees that, at the end of the Trial Period, Customer's access to the Trial Services will be *AUTOMATICALLY* terminated, with or without notice, unless Customer elects to a paid subscription basis. Customer must contact CSS at least three (3) business days prior to the end of the Trial Period if Customer wishes to continue using the Trial Services beyond the Trial Period. In the event Customer wishes to enter into a full subscription for the use of the CSS Services, Customer will be required to (a) agree to a separate Master Subscription Services Agreement through execute an Order Form to the use of the Services.

5. Customer's Responsibilities

Customer is responsible for all activity occurring under Customer's designated User accounts and shall comply with all applicable laws and regulations in connection with Customer's use of the Trial 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. Customer shall protect all the hardware products and accessories furnished by CSS for the Trial Services during the Trial Period in a good and functional manner and shall in all time and from time to time indemnify CSS the value or cost of the original product or solution in accordance with its pricing respectively as may be reasonably determined by CSS and all other cost, damages or losses suffered by CSS should there be any damage and/or broken of the product or solution whether or not such damage is attributable to the Customer. All hardware products and accessories, application, solution, software, system or such other computer programs as may be provided by CSS to the Customer as part of the Trial Services are CSS's asset or property until and unless Customer has elected to enter a paid subscription basis and made full settlement of the subscription fee.

The Customer is responsible for making all arrangements necessary for the Customer to have access to the Trial 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 Trial Services through internet connection are aware of this Agreement, and that they comply with them.

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

- (a) in breach of this Agreement, 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 Trial Service's infrastructure;
 - ii. may interfere or attempt to interfere with the proper working of the Trial Services or any third-party participation in the Trial Services; or
 - iii. may bypasses CSS's measures that are used to prevent or restrict access to the Trial 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 Trial 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 our 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 Trial 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 Agreement;
- (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's opinion, restricts or inhibits any other users from properly using or enjoying the Trial Services.

6. Customer Data

The Trial Services will allow Customer to enter Customer Data. To the extent Customer enters any Customer Data into the Trial 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. CSS's use of Customer Data shall be limited to the purpose of providing the Trial 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 Trial Period, and (ii) CSS may delete Customer Data after the end of the Trial Period, without further obligation or liability to the Customer. 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.

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 Agreement, 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 Trial Services as part of CSS's effort to protect the Trial Services or our Users, or otherwise enforce the provisions of this Agreement.

7. Suspension and Termination

CSS reserves the right to suspend or terminate this Agreement and the Trial Services, with or without cause, at any time, with or without notice. Customer may terminate the Trial Services, with or without cause, at any time, by providing a written notice to CSS at sales@cssstrata.com.

Upon suspension or termination of this Agreement and/ or the Trial Services, the Customer shall immediately return to CSS all products and accessories furnished by CSS to the Customer in providing the Trial Services at the Customer's own cost, failing which CSS shall be entitled to claim the compensation at the sum equivalent to the original price or value of such products and accessories retained by the Customer.

8. Disclaimer of Warranty

THE TRIAL SERVICES ARE PROVIDED ON "AS IS", "AS AVAILABLE" BASIS AND CSS MAKES NO WARRANTIES OF ANY KIND. CSS DOES NOT WARRANT THAT THE TRIAL 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 TRIAL 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 TRIAL SERVICES, NOTWITHSTANDING THAT CSS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

THE CUSTOMER HEREBY ACKNOWLEDGE AND AGREE THAT THE CUSTOMER'S ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE TRIAL SERVICES IS TO DISCONTINUE ANY USE OF THE TRIAL SERVICES.

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

- (A) THE SUITABILITY OF THE TRIAL SERVICE IN RESPECT OF THE CUSTOMER'S INTENDED USE OF THE TRIAL SERVICES; AND
- (B) ANY FAULT OR DEFECT OF THE TRIAL SERVICES RESULTING FROM: -
 - I. THE IMPROPER USE, OPERATION OR NEGLIGENCE OF THE TRIAL 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 TRIAL 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 TRIAL SERVICES IS OPERATED;
 - V. ANY UNLAWFUL USAGE OF THE TRIAL SERVICES; AND
 - VI. THE USE OF THE TRIAL SERVICES FOR A PURPOSE FOR WHICH IT WAS NOT DESIGNED.

9. 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 your use of the Trial 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 Trial 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 Agreement 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 Trial Services for any reason whatsoever.

10. General/Notices

This Agreement 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 this Agreement or use of the Trial Services. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement, (including any other documents referenced therein), comprises the entire agreement between Customer and CSS regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.

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 Agreement 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 Agreement and the legality, validity and enforceability of the remainder of this Agreement 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 Agreement 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.