

Terms and Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS “Jobstick”. By using our “Jobstick”, you are agreeing to these Terms of Use. If you do not agree, do not use the “Jobstick”. These Terms of Use and “Jobstick’s” Privacy Policy (collectively, the "Agreement") govern your relationship to “Jobstick” with respect to your use of the “Jobstick”.

The mobile application (“Jobstick” or the “www.jobstick.com.my”) is owned and operated by (MDMA SDN BHD), (1183960-P).

We reserve the right, at any time, to modify, alter, or update these terms and conditions of use. We will notify you of such changes by email at the address you registered with or by prominent notice on the “Jobstick”. Your continued usage of the “Jobstick” following such notification shall constitute your acceptance of the changes. If you do not agree to any such changes you must immediately cease using the “Jobstick”.

Use of “Jobstick” Generally

1. As a condition of your use of this “Jobstick”, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will use this “Jobstick” in accordance with this Agreement; (iv) you will only use this “Jobstick” to collect loyalty points for you; (v) you will be informed about points details, points movement (redemption) including all rules and restrictions applicable thereto; and (vi) all information supplied by you on this “Jobstick” is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this “Jobstick” and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.
2. You may only register one “Jobstick” which is a Loyalty Points account on “Jobstick” ONLY.
3. You may join “Jobstick” directly with dedicated e-mail address. When you join “Jobstick” directly as a new user, you will be required to provide a password for your account. Your email address will be used as your login identification.

4. You are responsible for keeping your user ID and password confidential.
5. We reserve the right to terminate and delete any accounts at our sole and absolute discretion at any time and without notice.
6. You may use “**Jobstick**” for personal purpose only and not for any business, commercial or other use.
7. We are entitled to act on all instructions received by anyone using your account and are not responsible for any points movement and transaction made without your authorization.
8. You agree that we may transfer your personal data, or the personal data of others on whose behalf you are transacting, for the purposes of facilitating a transaction and providing sales support for a transaction.
9. You consent to receive transactional, commercial and marketing communications both related to “**Jobstick**” specifically, and to our other products and services generally (including products or services related to “**Jobstick**” & “**www.jobstick.com.my**”), from us electronically, except in those jurisdictions where your express consent is required to receive commercial or marketing communications electronically. Commercial and marketing communications may include notifications about relevant special offers or opportunities available from our organisation. In such event, we will send you commercial or marketing communications electronically only if you have provided your express consent by proactively opting-in to receive such communications from “**Jobstick**” regarding its products and services.
10. We will communicate with you by e-mail or by posting notices on “**Jobstick**”. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
11. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this “**Jobstick**”.

Prohibited Activities

The content and information on this “Jobstick”, as well as the infrastructure used to provide such content and information, is proprietary to us, our suppliers and/or our loyalty program. You are allowed to use our “Jobstick” solely for the purpose set out above. You are not permitted to copy our Site. While you may make limited copies of your own loyalty points related documents for products or services or redemption through this “Jobstick”, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this “Jobstick”. Additionally, you agree not to:

1. make any speculative, false, or fraudulent claims about your membership to any loyalty rewards program or make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
2. access, monitor or copy any content or information of this “Jobstick” using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
3. violate the restrictions in any robot exclusion headers on this “Jobstick” or bypass or circumvent other measures employed to prevent or limit access to this “Jobstick”;
4. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
5. deep-link to any portion of this “Jobstick” (including, without limitation, the purchase path for any transaction) for any purpose without our express written permission; or
6. "frame", "mirror" or otherwise incorporate any part of this “Jobstick” into any other website without our prior written authorization.

Tracking Your Loyalty Points Balances

“**Jobstick**” allows you to track the loyalty points balances in the loyalty programs you belong to. In order for us to track your balances and display them to you, we need to know specific information regarding your loyalty reward program accounts (such as your reward program account number, user identification, personal identification number, password and/or access code). This information enables us to update your account balances on an ongoing basis. By providing this information to us you authorize us to use and disclose such information to third parties on your behalf in order to display your balances and to execute and complete transactions on “**Jobstick**”.

“**Jobstick**” Points Collection & Redemption (Movement)

1. “**Jobstick**” allows you to conduct the following loyalty program – points collection and redemption:
 - a. You may exchange your loyalty points from our apps listed below;
 - b. You may redeem your loyalty points for gift, vouchers, and other marketing rewards.
2. The following terms and conditions apply to all loyalty point movement you conduct through “**Jobstick**”:
 - a. ALL MOVEMENTS ARE FINAL AND NON-REFUNDABLE. ONCE A COLLECTION OR REDEMPTION HAS BEEN SUBMITTED IT MAY NOT BE CANCELLED OR REVERSED.
 - b. WE RESERVE THE RIGHT TO REVIEW, CANCEL AND REVERSE ANY MOVEMENT IN THE EVENT OF FRAUD, A CHARGE-BACK OF ANY MOVEMENT, OR AN ERROR OR MISTAKE MADE BY US, INCLUDING ERRORS IN ANY LOYALTY POINT CONVERSION, REDEMPTION OR SWAP RATE. YOU HEREBY CONSENT TO THE REMOVAL OF LOYALTY POINTS FROM YOUR LOYALTY PROGRAM ACCOUNTS AS REQUIRED BY US TO REVERSE A CANCELLED TRANSACTION.

- c. you agree to comply with the terms, conditions and rules of the loyalty programs involved in your points movement.

Misprints and Errors

We endeavour to provide current and accurate information on “**Jobstick**” regarding the offers and marketing campaign, rewards, items available to you. Nevertheless, errors and misprints occur. Accordingly, we reserve the right to reject, correct, cancel or terminate any points movement for which the offer details were incorrectly displayed or for which any other erroneous or inaccurate information was provided. We reserve the right to do this at any time during the points collection and redemption process, including after a points collection or redemption has been submitted and even if the point collection or redemption has been confirmed by us. Under no circumstances are we obligated to process or complete any point collection, redemption based on any error, misprint or otherwise.

User Content

You represent and warrant that you exclusively own any content that you post to “**Jobstick**”. To the extent any such content is covered by intellectual property rights, like photos, you specifically grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use such content on or in connection with our “**Jobstick**”.

Proprietary Rights

Any data, text, graphics, images, logos, icons, software, and links (collectively, the “Materials”), and any intellectual property and other rights relating thereto, are and will remain the property of “**Jobstick**”. The Materials and the selection, compilation, collection, arrangement, and assembly thereof are protected by Malaysia and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.

Materials, you agree to such terms and conditions.

The trademarks, logos, and service marks displayed on the “**Jobstick**” (collectively the “Trademarks”) are the registered and unregistered trademarks of “**Jobstick**”

Linked Sites

We make no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of sites accessible by hyperlink from this Site, or sites linking to this “**Jobstick**”. The linked sites are not under the control of “**Jobstick**” and we are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by “**Jobstick**” or any information contained therein. When leaving the “**Jobstick**”, you should be aware that our terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that site. Please also be sure to read the posted Privacy Policy.

Termination

This Agreement shall remain effective until we or you terminate it. We may terminate this Agreement, your account and/or your ability to use the “**Jobstick**” or any portion thereof immediately, without notice to you, at any time and for any reason, with or without cause, including if, in our sole discretion, you fail to comply with any of these terms and conditions of use or engage in any fraudulent, criminal or other unauthorized activity. We may also close and terminate your account due to inactivity.

Changes

We reserve the right, at any time, to: (1) change the terms and conditions of this agreement; (2) change the “**Jobstick**”, including eliminating or discontinuing any content on or feature of the Site; and/or (3) change any fees or charges for use of the “**Jobstick**”. Any changes we make will be effective immediately and automatically without further or special notice. Your continued use

of the “**Jobstick**” following such changes will be deemed acceptance of such changes.

We further reserve the right at any time, without notice, to: (1) to modify, suspend or terminate operation of or access to the “**Jobstick**”, or any portion of the “**Jobstick**”, for any reason; (2) to modify or change the “**Jobstick**”, or any portion of the “**Jobstick**”, and any applicable policies or terms; and/or (3) to interrupt the operation of the “**Jobstick**”, or any portion of the “**Jobstick**”, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Governing Law and Disputes

This Agreement and your use of “**Jobstick**” is governed exclusively by the laws of the Province of Malaysia, notwithstanding any principles of conflicts of law. To the extent permitted by applicable law, any claim, dispute or controversy between you and us shall be determined by final and binding arbitration, with no right of appeal, even on questions of law. Such arbitration will be conducted in Malaysia in the English language. If the foregoing arbitration is not permitted by applicable law or any court with jurisdiction, you irrevocably agree that all claims, disputes or controversies shall be settled exclusively by the the laws of Province of Malaysia.

Disclaimer

You agree that your use of the “**Jobstick**” shall be at your sole risk. The “**Jobstick**” and the services offered thereon are provided "as is" without warranty, representation, condition or guarantee of any kind, either expressed or implied, including but not limited to any implied warranties, representations, conditions or guarantees of quality, merchantability, merchantable quality, fitness for a particular purpose or non-infringement, all of which are disclaimed to the fullest extent permitted by law. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. “**Jobstick**” nor any of its affiliates, licensors, suppliers, advertisers, sponsors, and agents warrant that your use of the “**Jobstick**” or the software will be uninterrupted, error-free or secure, that defects will be corrected, or that the “**Jobstick**”, the server(s) on which the “**Jobstick**” is hosted or software are free of viruses or other harmful components.

Although “**Jobstick**” makes reasonable efforts to ensure that the balances displayed to you on “**Jobstick**” are accurate and up to date, we cannot ensure that this will always be the case and hereby disclaims any responsibility for the accuracy of such balances.

Limitation of Liability

Your sole remedy for dissatisfaction with the “**Jobstick**”, materials, software or any linked site is to stop using the “**Jobstick**”, materials, software or linked site, as applicable. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnity

You agree to indemnify, defend, and hold your account details in “**Jobstick**”, and our respective affiliates, licensors, suppliers, advertisers, and sponsors, and their respective directors, officers, employees, contractors, consultants, agents, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees), and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any submissions or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the “**Jobstick**”.

Entire Agreement, Waiver and Severability

This Agreement, together with any applicable transaction request and confirmation, and our Privacy Policy constitute the entire agreement between you and us with respect to your use of “**Jobstick**” and the processing of any transactions thereon and supersede all prior or contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. No modification, amendment or waiver of this Agreement shall be effective or binding unless made in writing and signed by us. If any of the provisions of this Agreement shall be

deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.

Force Majeure

We shall have no liability for delays or failure in performance caused by any event beyond our control.

Use of the Term "Partner"

The use of term "partner" on "Jobstick" and in any other materials is not intended to indicate that such loyalty program is in a legal partnership with us. Rather, the term is used in a marketing sense to show participation by the "partners" in "Jobstick's" products and services.

Certain Partner Disclaimers

Outlet(s) under our organisation as per listed for loyalty points collection and redemptions:

1. Please list down

Website (s) under our organisation as per listed for promotions, offers and featured products:

1. Please list down