

Data Protection & Privacy Review for Chateefy

Last updated: January 28, 2023

Terms of Service are the rules, specifications, and requirements for the use of a product or service. They serve as a contract between the product or service provider and user. The phrase is sometimes used interchangeably with “terms of service” or “terms and conditions”.

Terms of Service

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1. Definitions

- 1.1. “Customer” shall mean any person who accepts this Agreement, and who uses our software, products, services, interact with our websites or mobile apps, unless that person accepts it on behalf of a company, in which case “Customer” designates this entity which can be a company, a government organization (non- exhaustive list). CHATEEFY and Customer are each referred to in this Agreement as a "Party" and collectively as the "Parties".
- 1.2. “End Users” means the customers of the Customer.
- 1.3. “CHATEEFY Software” shall mean, collectively or individually, the chatbot technologies provided by CHATEEFY, including the CHATEEFY Dashboard, application program interfaces (APIs), and any associated software made available to the Customer for accessing Chateefy Services.
- 1.4. “Chateefy Dashboard” shall mean the online portal through which the Customer controls settings, may select Customer’s Plan, any other Services, and monitors usage of the Customer’s Account.
- 1.5. “Chateefy Services” shall mean our software, mobile apps, products, services, and websites.
- 1.6. “Updates” shall mean enhancements, bug fixes, updates and new versions made to the Chateefy Software by Chateefy and provided to the Customer by Chateefy.



- 1.7. "Applicable Laws" shall mean all laws, regulations, orders, administrative directives, treaties, conventions and / or judicial or administrative decisions of any governing body having jurisdiction over the Services, the Customer and/or the Customer's use of the Services.
- 1.8. "Support" means the free, online help documentation published by Chateefy, as well as fee-based individualized help with the Services that may be available to you through email, calls, or other communication modes, either currently or in the future, at Chateefy's sole discretion
- 1.9. "Website" means the web site located at <https://chateefy.my> or any successor URL.

2. Agreement Between You and Chateefy

- 2.1. Please carefully read the following Terms of Service (the "Terms"). By accessing our website and/or using Chateefy Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms, as well as the terms and conditions of our Privacy Policy. These Terms govern your use of any Chateefy Services (collectively referred to as the "Services") offered by STRATEEFY SDN. BHD., a proprietary limited company organized and existing under the laws of Malaysia, or its parents, affiliates (referred to collectively as "Strateefy", "the Company", or "CHATEEFY", "Chateefy", "we", "us", or "our"). The term "you" (and "your"), as used in these Terms, refers to both you in your individual capacity and, if applicable, the company or other legal entity that you represent and on whose behalf you use the Service.
- 2.2. In order to use the Service, you must agree to these Terms. You may agree to the terms by clicking the "I Accept" box, or by actually using our Services. You acknowledge and agree that Chateefy will treat your use of the Service as acceptance of these Terms from the time you first use the Service.
- 2.3. If you choose to enable additional functionality or features made available through the Services ("Additional Features"), you may be presented with additional terms related to the use of such Additional Features (the "Additional Terms"). By using the Additional Features, you agree and accept the Additional Terms. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms shall govern.

3. General Terms & Conditions

- 3.1. Our company is registered legally in Malaysia, and we have the required governmental permissions to provide our services.
- 3.2. If you are an individual in the EU, please read and accept the terms of Chateefy's Data Processing Addendum, before using our services.
- 3.3. Our Services should only be used by adults, meaning you and your users must be at least 18 years old or older to use it. We will delete any information we find was collected from a user under the age of 18 as quickly as possible. If you need to delete your account or delete the account of a child under the age of 18, please contact us at support@chateefy.my. By using our services, you represent and warrant that you are at least 18 years of age.
- 3.4. You are responsible for maintaining the security of your usage to our services. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- 3.5. You are responsible for all content posted and activity that occurs under your identity.
- 3.6. You can seek removal of content posted on our website, by contacting us. We will endeavor to review such requests and to remove the content and users that we determine should be removed, in our sole discretion and in accordance with these Terms of Service and applicable law. However, by providing a mechanism for the submission of complaints, we make no promises that we will review all such complaints or that we will take any action in response to such complaints. Please be aware, however, that if the content has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the content we remove from this website may remain on back-up servers.

- 3.7. Unless specifically requested, we do not solicit, nor do we wish to receive, any confidential, secret, or proprietary information from you through our email, or in any other way. Any materials submitted by you (including, without limitation, text, photographs, graphics, audio, visual, and audiovisual content), demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques, or other materials (including, for example and without limitation, content that you submit or post to any message boards, review/ratings boards, and/or our blogs, social media sites, or send to us via email) (collectively, "Submitted Materials") will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Privacy Policy.
- By submitting or sending Submitted Materials to us, you agree that your Submitted Materials will not violate any right of any third-party, including Payments, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.
- 3.8. Verbal, physical, written, or any other form of abuse (including threats of abuse or retribution) directed towards any Service customer, Company employee, or officer will result in immediate action taken by the Company.
- 3.9. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and governs your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).
- 3.10. The Company hereby grants you a non-exclusive, non-transferable, revocable, worldwide license to access and use the Services to interact with your end users ("End Users"). All rights not expressly granted to you are reserved by Chateefy.
- 3.11. Access to the Services by an End User shall be governed by your End User terms of service ("Your Terms"), provided that you shall be responsible for ensuring that, as between an End User, you and Chateefy: (i) Chateefy will at all times retain ownership of all of its intellectual property (as further described in the Section entitled "Chateefy's Intellectual Property Rights" below) and End Users are granted no rights to such intellectual property, (ii) Chateefy makes no direct or implied warranties to End Users, (iii) you shall not make any representation or warranties to End Users with respect to the Service, other than the representation that you have the necessary rights to allow End Users to use the Service, (iv) Chateefy is the direct and intended beneficiary of Your Terms, and (v) Chateefy will not be liable in any way to End Users, either directly or indirectly. As between Chateefy and you, you are responsible for ensuring that End Users do not communicate information in violation of law using the Service, and for advising them against transmitting sensitive information using the Service, including but not limited to health/medical information or personally identifiable information of minors.
- 3.12. Free Trial. Chateefy may offer at its discretion, a free trial of the Chateefy Software for a specified time period. During such trial period, Customer shall be bound by the terms of this Agreement and any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions.

4. Accounts

- 4.1. To use the Service, you must register with us and open a Chateefy account ('Account'). By opening an Account, you represent and warrant that: (a) you are 18 years of age or older, and if you are under 18, your parent or legal guardian has agreed to be bound by any agreements you enter into on Chateefy as a participant; (b) all information you submit during the registration process is true, accurate, current, and complete; (c) you will promptly notify us of any changes to your information so that we can update our records; and (d) your use

of the Service complies with all applicable laws, rules, and regulations. You are responsible for maintaining the accuracy of this information.

- 4.2. You are solely responsible for maintaining the security and confidentiality of your Account information, including your username and password. Any activity that occurs through your Account due to your failure to keep this information secure and confidential is your responsibility. If you become aware of any unauthorized use of your Account, username, password, or any breach of security, you agree to notify Chateefy immediately. You may be held liable for any losses incurred by Chateefy or third parties as a result of someone else using your Account, username, or password due to your failure to maintain their confidentiality. It is strictly prohibited to use anyone else's Account, username, or password at any time and for any reason. Chateefy is not liable to you or any third party for any losses resulting from your failure to fulfill your obligations stated in this paragraph.

5. Pricing & Payment

- 5.1. Fixed fees. In order to benefit from the Services offered by Chateefy, the Customer is subject to payment of the applicable service charges, payable on a subscription basis. The fees vary depending on the services provided by Chateefy. The Fee schedule and the available Subscription Plans are specified on the Site (<https://chateefy.my/pricing>) or communicated personally to the Customer. Fees are charged automatically on a recurring basis. By contracting with Chateefy, the Customer agrees to pay the costs in accordance with these Conditions, and the other General Conditions in force at the time of the conclusion of the contract. The charges remain valid as long as they are indicated on the Website, or as long as the customer's subscription plan lasts.
- 5.2. Billing currency. The currency of invoicing is in Ringgit Malaysia. Thus, The Client will be billed in RM.
- 5.3. Taxes: Unless otherwise specified, all charges are exclusive of SST/GST/VAT and any other taxes, levies, or duties imposed by tax authorities. Unless otherwise stated in the Fee Schedule, the Customer is responsible for paying all applicable taxes, levies, and duties. Furthermore, we are not responsible for Internet service fees, surcharges, or any other amounts incurred as a result of the Customer's use of Chateefy. The Customer is solely responsible for covering such costs."
- 5.4. Modification of service charges: Chateefy reserves the right to change fees at its sole discretion without prior notice. Chateefy will make reasonable efforts to inform the Customer in a timely manner about any fee changes. In the event of dissatisfaction, the Customer has the option to terminate the contract within eight (8) days from the notification. If the Customer does not terminate the service contract within the specified time frame, it will be considered as acceptance of the new pricing.
- 5.5. Terms of payment. The Customer agrees to pay all invoices within thirty (30) days of the date of the invoice.
- 5.6. Means of payment. In contracting with Chateefy, the Customer must provide valid credit or debit card information, and / or bank account information, and expressly agrees to authorize Chateefy and / or any other company or person acting in its name, depending on the Subscription Plan and the billing frequency chosen, to carry out the monthly or annual debit of the Usage Fees as well as all other fees related to the Services.
- 5.7. Disclaimer: Chateefy shall not be held responsible for any charges incurred by the Customer due to expired credit/debit cards, insufficient funds, or any other reasons resulting from attempted debits or other transactions.
- 5.8. Refunds: If, despite Chateefy's efforts to provide better service, Customers are not satisfied and there is reason to believe that the quality of the services has been negatively affected, Chateefy may, at its sole discretion and after carefully evaluating the problem, issue partial or full refunds to Customers.
- 5.9. Upon termination of the service contract related to the quality of the Services provided, in order to be eligible for a refund, the Customer must contact Chateefy and provide a detailed explanation of the encountered problems. If, after evaluating the issue, the Customer is entitled to a refund, it will be processed using the same payment method used for the original payment, unless the Customer expressly requests an alternative method."

6. Service Availability & Support

- 6.1. As part of the registration process for the Services, each User shall create a username and password for their account ('Account'). Each User is responsible for maintaining the confidentiality of their username, password, and Account, and for all activities that occur under their username or Account. We reserve the right to access your Account and any User's Account in order to respond to your and their requests for technical support. We have the right, but not the obligation, to monitor the Services and Your Data
- 6.2. We shall (i) make the Services available to you and your Users pursuant to this Agreement and the applicable Order; (ii) provide Support for the Services to you and your Users via our email or Chateefy Website, and/or upgraded support if purchased by you as described in the applicable Order ("Support"); and (iii) use commercially reasonable efforts to make the Services available 24 hours per day, 7 days per week, except for: (x) planned downtime, and (y) any unavailability caused by any Force Majeure event, any Internet service provider failure or delay, or any denial of service attack, for which we may or may not provide notice.
- 6.3. We shall provide technical support during the working hours (Monday to Friday, from 9AM to 6PM Malaysia time).

7. Privacy, Security and Confidentiality

- 7.1. Privacy. We shall use Your Data only as permitted by Privacy Laws, our Privacy Policy, and this Agreement. You acknowledge that you have read our Privacy Policy and understand that it sets forth how we will collect, store, use and disclose Your Data including personal data. If you do not agree with our Privacy Policy, then you must stop using the Services immediately. We encourage you to periodically review our Privacy Policy as it may change from time to time.
- 7.2. Confidential Information. The parties to this Agreement undertake to retain in confidence all information disclosed to the other party in relation to this Agreement that the disclosing party has designated as being confidential in writing or if disclosed orally, or if, designated as confidential at the time of such disclosure and reduced to writing conspicuously marked as confidential and sent to such other party within thirty (30) business days thereof ("Confidential Information"). The terms and conditions of this Agreement including its Exhibits shall be considered Confidential Information.
- 7.3. Exclusions. "Confidential Information" will not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession and without restriction, prior to disclosure hereunder; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information, as can be shown by tile written records of the receiving party; (d) is lawfully obtained from a third party who has the right to make such disclosure; or (e) is released for publication by the disclosing party in writing. A receiving party also may disclose disclosing party's Confidential Information to the extent required by a court or other governmental authority, provided that the receiving party promptly notifies the disclosing party of the disclosure requirement and cooperates with the disclosing party (at the latter's expense and at its request) to resist or limit the disclosure.
- 7.4. Protection of Confidential Information. Each party agrees to protect the other party's Confidential Information to the same extent that it protects its own confidential information of a similar nature and shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information to third parties. A party may disclose other party's Confidential Information to its directors, officers, employees, and third-party contractor(s) ("Representatives") on a need-to-know basis and to the extent necessary for the purpose of this Agreement. If a party provides Confidential Information of the other party to its Representatives, then it will ensure that such Representatives have entered into a written confidentiality agreement with the party providing such information to the Representatives

protecting such Confidential Information from unauthorized disclosure or improper use. Obligations of confidentiality under this Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years; save for Confidential Information constituting trade secrets, in which event the obligations shall subsist indefinitely.

8. Chateefy's Proprietary Rights

- 8.1. You hereby acknowledge and agree that Chateefy owns all legal rights, title, and interest in and to the Services, including, without limitation, any intellectual property or other proprietary rights which subsist in the Services (whether such rights are registered or unregistered, and wherever in the world those rights may exist). As between you and Chateefy, all materials available through the Services, including, but not limited to, graphics, user and visual interfaces, images, software, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and its content (except for your Content), and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Services, are all owned by Chateefy or its licensors.
- 8.2. Chateefy shall fully own and retain all rights to anonymous usage data derived from your use of the Services ("Usage Data") as aggregated with usage data from Chateefy's other customers for its own business purposes such as support, operational planning, product innovation and sales and marketing of Chateefy's services. For purposes of clarification, such Usage Data may not include any data that could reasonably identify you.
- 8.3. Nothing in these Terms gives you any right to use any of Chateefy's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. All rights not expressly granted by Chateefy under these Terms are reserved.
- 8.4. During, and after the termination of, your use of the Service, you will not assert, nor will you authorize or assist any third party to assert, against Chateefy or any of Chateefy Parties (as defined below), any patent infringement claims with respect to the Service.

9. Service Use Restrictions

- 9.1. You hereby represent and warrant that you will not, and will not permit any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Services or otherwise attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to the Services, or to any Chateefy server, by hacking, password "mining", or any other illegal means; (b) use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Services; (c) use any device, software or routine to interrupt or interfere, or attempt to interrupt or interfere with, the proper operation and working of the Services or any transaction being conducted on our websites or through the Service, or with any other person's use of the Services; (d) breach any security measures implemented on our websites or in the Service; (e) track or seek to trace any information on any other person who uses the Service; (f) forge headers or otherwise manipulate identifiers in order to disguise your identity, or the origin of any message or other communication that you send to Chateefy in connection with the Service; (g) pretend that you are, or that you represent, someone else, or impersonate any other person; (h) use the Service in the design, development, production, or use of missiles or the design, development, production, stockpiling, or use of chemical or biological weapons; (i) use the Service for any illegal purpose, for soliciting the performance of any illegal activity, or as otherwise prohibited by these Terms or applicable laws, rules or regulations, including, without limitation, laws applicable to the export of software and data; (j) upload or otherwise process any malicious content to, or through, the Service; (k) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any Chateefy proprietary software used to provide, maintain, or otherwise applicable to, the Service, or

made available to you in connection with the Service. You hereby agree that you will notify Chateefy if you become aware that the Services is being used for any illegal or unauthorized purpose.

- 9.2. Workspace is designed to serve one business per workspace. You are only allowed to connect one Facebook user account and one Google account at each workspace. As per the WhatsApp channel, telegram, and future channels we introduce, each workspace is allowed only one WhatsApp number, one telegram chatbot, etc. We reserve the right to make the changes on the limits that we offer.
- 9.3. The messages sent from chatbot will be deleted if the record is more than 1 month old. The messages sent from the user will be kept on record for 6 months upon receiving in Chateefy.
- 9.4. You hereby agree that you will notify Chateefy if you become aware that the Services is being used for any illegal or unauthorized purpose.

10. Your Content

- 10.1. You hereby agree that you are solely responsible and liable for any and all information (collectively "Content") that you store, transmit, record, or otherwise use in connection with the Service, and for all activities that occurs under your account, whether done so by you or any End User of the Service who is interacting with you, and for the consequences of your actions in connection with such Content and your use of the Service. You agree that Chateefy has no responsibility to you or to any third party in connection with such Content. You are solely responsible for any losses or damage suffered by Chateefy in connection with your Content. You hereby represent and warrant that you will not store or otherwise use any Content in connection with the Service that: (a) violates these Terms; (b) is defamatory, libelous, abusive, illegal, profane, indecent, pornographic, obscene, hateful, offensive, harassing, or threatening in any way; (c) constitutes or encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise intentionally or unintentionally violate any law, rule or regulation; (d) violates any third party's copyright, trademark, patent, trade secret, or other personal or proprietary right; (e) invades or interferes with the rights of privacy or publicity of any person; or (f) contains a virus, malicious code or any other harmful component.
- 10.2. Chateefy reserves the right, at any time in its sole discretion and without notice to you, to review, monitor, flag, filter, refuse or remove any or all Content from the Service, but Chateefy has no obligation to do so. You agree to immediately take down, delete, or modify any Content that is stored by you through the Service that violates these Terms or any applicable laws, rules, or regulations, including pursuant to a take down, deletion or modification request from Chateefy. In the event that you elect not to comply with a request from Chateefy to take down, delete or modify certain Content, Chateefy reserves the right to directly take down, delete or modify such Content. Chateefy assumes no liability or responsibility arising from your activities in connection with the Service, including, without limitation, Content that you store or otherwise use in connection with Service.
- 10.3. Chateefy claims no ownership or control over your right, title, and interest in your Content. You retain copyright and any other intellectual property and other proprietary rights you already hold in your Content, and you are solely responsible for protecting those rights, as you deem appropriate. By submitting, storing, recording, or otherwise using your Content in connection with the Service, you hereby grant Chateefy a worldwide, royalty-free, fully-paid-up, non-exclusive license to reproduce, analyze, modify, distribute, and otherwise use such Content for the purpose of enabling Chateefy to provide the Service to you, including, without limitation, storing and retrieving the Content, making the Content available through the Service, adapting the Content for technical display and transmission, conforming the Content to the limitation and terms of the Service, and any other use related to the maintenance, provision and improvement of the Service.
- 10.4. Chateefy will not disclose any of your Content, except: (a) if you expressly authorize us to do so in connection with your use of the Service; (b) as necessary to provide the Service to you; or (c) to comply with the request of any governmental or regulatory body, subpoenas, or court orders, or as otherwise required by applicable law, rule, or regulation. If we receive a subpoena, court order, or other request from a governmental or regulatory

body requesting the disclosure of any of your Content, we will use good faith efforts to provide you with reasonable notice to allow you to seek a protective order or other appropriate remedy (except to the extent Chateefy's compliance with the foregoing would cause it to violate a court order or other legal requirement).

11. Feedback

- 11.1. If you send or transmit any communications or materials to Chateefy by email, or otherwise ("Feedback"), suggesting or recommending changes to our Services, including without limitation, new features or functionality relating thereto, any comments, questions, suggestions, or the like, all such Feedback are, and will be treated as, non-confidential and non-proprietary. This means that you give up any claim that the use of such Feedback by Chateefy or its agents, violates any of your rights including moral rights, privacy rights, proprietary or other property rights, rights of publicity, rights to credit for material or ideas, or any other right, including the right to approve the way Chateefy uses such Feedback.
- 11.2. You hereby assign all right, title, and interest in, and Chateefy is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You agree and understand that Chateefy is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

12. Exclusion of Warranties

- 12.1. YOUR USE OF SERVICES IS ENTIRELY AT YOUR OWN DISCRETION AND RISK. THE SERVICES ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. CHATEEFY, ON BEHALF OF ITSELF, AND ON BEHALF OF ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND THIRD PARTY SERVICES PROVIDERS, AND CHATEEFY'S AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, (COLLECTIVELY, THE "GOOD PARTIES"): (A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT WARRANT THAT THE SERVICES, OR DATA PROVIDED THROUGH THE SERVICES, WILL MEET YOUR REQUIREMENTS, OR THAT ITS OPERATION WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES.
- 12.2. THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND CHATEEFY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHATEEFY OR ANY PERSON ON BEHALF OF CHATEEFY SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.
- 12.3. NOTHING IN THESE TERMS, THIS SECTION 12, OR SECTION 13 BELOW, SHALL EXCLUDE OR LIMIT CHATEEFY'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

13. Limitation of Liability

- 13.1. Unless otherwise specified, to the maximum extent permitted by applicable law, Chateefy and its partners, suppliers, licensors, content providers, or any of its or their directors or officers, can in no way be responsible for damages, including, but not limited to, indirect, consequential, incidental, special, punitive or other damages, arising out of or in connection with the use of the Chateefy Services by the Customer. The user agrees not to hold Chateefy responsible for any loss resulting from any event.
- 13.2. If, despite the foregoing, Chateefy's liability is retained towards the Users, and it must pay damages for any reason whatsoever and whatever the form of the action, Chateefy's liability shall not exceed the total of the sums paid or owed by the Customer during the twelve (12) months preceding the claim giving rise to such damages and interests.
- 13.3. The user acknowledges and is aware that Chateefy services cannot be used as part of emergency services, and as such cannot engage the responsibility of the company for lack of access to the emergency number service through Chateefy.

14. Indemnification

- 14.1. You agree to defend, indemnify and hold harmless Chateefy, its subsidiaries, affiliates, suppliers, partners, contractors, agents, licensor, subcontractor, interns, employees, directors, officers and respective representatives, against any damage, liability, claim, demand, obligation, loss, fines, penalties and expenses, including attorneys' fees, incurred in connection with claims made or brought by a third party arising out of or relating to unauthorized use or prohibited from the Services, violation of these Terms, any law or the



rights of a third party, by the Customer, its Affiliates or its or their End Users, employees, agents or subcontractors..

15. Changes to Service

- 15.1. Chateefy is constantly striving to provide the best possible experience for its Service users. You acknowledge and agree that the form and nature of the Service which Chateefy currently provides may change from time-to-time without prior notice to you. Changes to the form and nature of the Service will be effective with respect to all versions of the Service. Examples of changes to the form and nature of the Service include, without limitation, changes to security patches, prices, additional functionality, reduced functionality, and other enhancements.
- 15.2. The Service shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

16. Termination of Service

- 16.1. Paid subscription service may be terminated anytime by the Customer through the Chateefy Dashboard. Your account is not considered cancelled until you receive a confirmation email from us.
- 16.2. All of your content will be inaccessible from the Service immediately upon cancellation. Within 30 days, all data may be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted.
- 16.3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again.
- 16.4. Chateefy has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Service reserves the right to refuse service to anyone for any reason at any time.
- 16.5. Chateefy reserves the right in its sole discretion to cease or suspend providing all or any part of the Services immediately without any notice to you, if: (a) you breach, or threaten or intend to breach, these Terms; (b) you test Chateefy for vulnerabilities or load-testing or any other cause which is not related to its definition without agreement with us for these types of usages; (c) Chateefy is required to do so under any applicable law, rule or regulation, including, without limitation, the applicable spam laws; (d) the Service relies on data, services or another business relationship between Chateefy and a third party service provider, and such relationship terminates or changes in such a way that affects Chateefy's ability to continue providing the Service; (e) continuing to provide the Service could create a substantial economic burden on Chateefy as determined by Chateefy in its sole discretion; or (f) continuing to provide the Service could create a security risk or material technical burden as determined by Chateefy in its sole discretion.
- 16.6. Any of your obligations under these Terms which by their nature are intended to survive the termination of your use of the Service, shall continue to apply to you after you cease to use the Service.
- 16.7. Chateefy may notify the relevant law enforcement authorities or other third parties of any illegal or other prohibited conduct by you, including, without limitation, your violation of these Terms or unauthorized use of the Services.
- 16.8. Termination of Free Accounts for Non-Use. In the case of a free trial or our otherwise providing the Services at no cost to you, we shall have, upon your or any of your Users failing to use the Services for more than two (2) consecutive months, the right, in our sole discretion, to (i) terminate all of your Accounts and your User Accounts and terminate your and all your Users' access to and use of the Services; and (ii) permanently delete all of Your Data from the Services without notice.
- 16.9. If your use of the Services is terminated or suspended, except to the extent prohibited by any applicable law, rule, or regulation, you will immediately lose access to, and the ability to export, your Content.



16.10. In the event Chateefy decides to stop offering any or all Services, Chateefy shall provide a notice in writing or email to you of not less than sixty (60) days.

17. Governing Law and Disputes

- 17.1. Governing Law. These Conditions are governed by Malaysia.
- 17.2. Dispute resolution. The parties agree that all disputes relating to the conclusion, validity, interpretation, execution, or termination of this agreement shall be the subject of an amicable resolution. In the event that the amicable resolution fails, the Dispute will be subject to the exclusive jurisdiction of the Courts in Malaysia.
- 17.3. Severability. To the extent that any provision or part of the provisions of this Agreement would be deemed illegal, void, or unenforceable, this provision must be replaced by a valid and enforceable provision the effect of which would approximate as closely as possible to the expected economic effect of the provision deemed inapplicable or invalid. Therefore, the other provisions will not be affected and will remain in force and enforceable.
- 17.4. Amendment. Chateefy may at any time modify the terms of these conditions, taking into account in particular the technical and factual evolution of the regulations and technologies associated with the service.
The Customer will be systematically informed by any means, and he agrees to read the new terms of the Terms of Service.

18. Third Party Websites

- 18.1. Our Services may provide links to other websites that are not owned or operated by Chateefy ("Third Party Websites"). Chateefy provides these links to you as a convenience only, and Chateefy does not verify, make any representations concerning, or take responsibility for, such Third-Party Websites, or the products or services offered through such third-party websites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content of, or activities conducted on, such Third-Party Websites. You should use your own independent judgment before accessing and using such Third-Party Websites, or products or services offered through such third-party websites.

19. Miscellaneous Legal Terms

- 19.1. Any notice or other communications by Chateefy relating to the Service may be made by e-mail or posting on our website, and you hereby consent to receive notices and other communications in electronic form to the extent permitted by applicable law.
- 19.2. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each Indemnified Party shall be a third-party beneficiary hereunder and accordingly, shall be entitled to directly enforce and rely upon any provision of these Terms that confers a right or remedy in favor of it.
- 19.3. Chateefy may assign or transfer its rights, or delegate any performance, under these Terms to a third party in its sole discretion. You may not assign or otherwise transfer your rights, or delegate your performance, under these Terms to any third party without in each and every case, Chateefy's express prior written consent.
- 19.4. Chateefy will not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of the common enemy, earthquake, fire, flood or other acts of God, the elements, epidemics, labor conditions, power failures, and Internet disturbances.

20. Questions

- 20.1. If you have any questions about this website or these Terms of Service, please contact us at: support@chateefy.my.