

## Terms & Conditions

Dattel Sdn Bhd and its affiliates (hereafter collectively referred to as “we”, “us” or “Dattel”), is in the business of consumer intelligence and data analytics based in ASEAN providing a range of data services and products through our web platform.

Your action of subscribing and accessing the web platform, known as myDataHub.ai (referred to as “Platform”), creating a myDataHub.ai account (referred to as “Account”), (collectively referred to as the “Services”), is governed by the following terms and conditions (“T&Cs”).

### 1. Acknowledgement

By accessing, using and/or logging into the Platform, you hereby expressly agree to comply with and be bound by these T&Cs including the Terms of Use and Privacy Notice (a copy can be accessed from our website at [www.dattel.asia](http://www.dattel.asia)).

These T&Cs, Terms of Use and the Privacy Notice may be updated and changed by us from time to time, at our sole discretion without any prior notice to you. Your continued participation in the use of the Services constitutes your agreement to be bound by the updated and changed T&Cs, Terms of Use and Privacy Notice which can be found on our website at [www.dattel.asia](http://www.dattel.asia) and it is your responsibility to check our website regularly for updates to the T&Cs, Terms of Use and Privacy Notice.

You further undertake to provide only accurate and up-to-date information to us in all your dealings with us in the course of your use of the Services. You understand that Dattel reserves the right to restrict or prohibit your use of, access to and/or participation in the Services if you provide, or Dattel reasonably suspects that you have provided, information that is false, outdated, or incomplete.

### 2. Terms of Use

#### 2.1 Use of Platform

Any use of the Platform may vary for each package and may be changed at the sole discretion of Dattel at any time. Successful log in and/or account activation will be notified by e-mail once the selection is approved by our authorised representatives. Your account is specific to you and is not transferrable unless otherwise agreed by Dattel in writing. We reserve the right to refuse to provide the Services to anyone, at any time and for any or no reason. You are free to terminate your participation at any time – please see section 2.5 below for terms relating to termination of the Service.

#### 2.2 The mechanism of the Services

- i. You may be required to complete and submit an online application form together and any other information and documents as and when required by Dattel;
- ii. If any of the information provided in clause 2.2(i) is found to be inaccurate and / or false, Dattel reserves the right to request additional documents from the you and /or reject the application of the use of the Services.
- iii. Once your application is approved, you will have access to the Services where trainings and guidance particularly on data analytics using the Service whenever required.

- iv. Upon the completion and/or exhaustion of the initial services provided in Clause 2.2 (iii) above, and you may desirous to continue using the Services, and you are responsible to pay the difference of the total invoice for each services to Dattel.
- v. You are not obligated with any further charges, if you wishes to discontinue after the completion and/or exhaustion of the initial services provided in Clause 2.2.(iii). After the discontinuation, you may on a later date re-subscribe to the Services from Dattel. However, the prices for the Services may/may not be the same as per any earlier packages.
- vi. The importance of safeguarding the good name of you and Dattel should be emphasized. You are strictly prohibited from engaging in illegal business activities that could tarnish the image of you and Dattel.
- vii. If you fail to comply with Clause 2.2 above, Dattel may implement its rights to take the necessary and appropriate action against you which may affect your involvement from any other services by Dattel.

### **2.3 General Terms & Conditions**

- i. By subscribing to this Service, you agree to be bound by the T&Cs herein and any other terms and conditions set herein from time to time.
- ii. You agree and permit's that the company's and/or personal details and information including but not limited to personal data or information collected, processed and used by Dattel for the purposes of this Service and other purposes related to Dattel's promotions or notification.
- iii. Dattel shall not be responsible and/or liable for any loss, (including but not limited to loss of income, profits, reputation goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, negligence or otherwise, in relation with the Service.
- iv. Dattel shall not be responsible and/or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by you resulting directly or indirectly from use of this Service or otherwise. Dattel shall not be liable for any default of its obligation under this Service due to force majeure which includes but not limited to natural disasters, wars, riots, blockages, industrial actions, fires, floods, droughts, storms or any outside events reasonable control of Dattel.
- v. Dattel reserves its right at its absolute discretion to amend, vary, delete or add to any of these T&Cs, in whole or in part at any time, subject to any changes in Government policy by giving early notification of at least twenty-one (21) calendar days prior to such amendments, changes, cancellations or additions by means of any communication method Dattel deems appropriate.
- vi. You are to access Dattel's website at [www.dattel.asia](http://www.dattel.asia) on a regular basis to ensure that you are kept up to date with any changes or amendments made to the T&Cs.
- vii. Any amendments, changes, cancellations or additions to these T&Cs shall be binding on you and shall be deemed to have been brought to the attention and knowledge of you through Dattel's display or by notice posted by Dattel

or advertising on Dattel's social media sites or any other way Dattel deems fit.

- viii. In the event of any discrepancies between the T&Cs of this Services and the advertising, promotion, publicity and other materials relating to or in connection with this Services, these T&Cs shall prevail. Any matter regarding the Services not expressly set out in these T&Cs will be determined at the sole discretion of Dattel.

## **2.4 Restricted Content**

In connection with your use of, access to and/or participation in the Services, you may have the opportunity to review or access confidential and proprietary information, materials, products and content ("**Restricted Content**") belonging to Dattel and/or Dattel's clients, partners and/or licensors. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title and/or interest in or to any Restricted Content. You agree to protect the confidentiality of the Restricted Content and you agree not to modify, copy, reproduce, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile or otherwise use, alter or transfer Restricted Content without the prior express written consent of Dattel. You acknowledge and agree that Restricted Content may be subject to, and protected by, intellectual property laws, regulations and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations and prohibitions contained in this section, in addition to any other rights or remedies available to Dattel, Dattel reserves the right to terminate, prohibit or restrict your use of, access to and/or participation in the Services.

## **2.5 Cancellation and termination**

### **Cancellation by client.**

You may cancel your subscription to the Services at any time, and you will continue to have access to the Services through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and Dattel do not provide refunds or credits for any partial subscription periods or unutilised content through the Services. If you cancel your subscription, your account will automatically close at the end of your current billing period. If you signed up for using your account with a third party as a Payment Method and wish to cancel your subscription, you may need to do so through such third party, and turning off auto-renew, or unsubscribing from the Services through that third party.

You may cancel your participation in the Initiative and/or the subscription to the Services by sending us an e-mail at [info@dattel.asia](mailto:info@dattel.asia).

**Termination by Dattel.** We reserve the right to refuse, restrict, prohibit or reject your access to, use of, and/or participation in the Initiative and/or Services, at any time and for any reason including but not limited to any breach of these T&Cs.

**Effect of cancelation and termination.** The participant will be notified/receive confirmation (as the case may be) of their cancelation and/or termination by a notice

from Dattel and/or the Service Provider ("**Termination Notice**"). The termination of the participation in the Initiative will take effect on a date stated in the Termination Notice. Following termination, any personal data in the possession of Dattel shall be processed or retained in accordance with the terms of the Privacy Notice.

**Termination in the event of breach by participant.** Notwithstanding any terms set out in these T&Cs, if Dattel terminates your participation in the Initiative due to your breach of these T&Cs: (i) you forfeit all rights, title and interest in and/or to all unredeemed Services, effective immediately upon termination; (ii) your subscription will immediately be cancelled; and (iii) your access to, participation in and use of the Services (including, but not limited to, participation in other services by service providers) will immediately cease.

### **3. Disclaimer**

THE SERVICES, INCLUDING ALL INFORMATION, SURVEYS, CONTENT, MATERIAL, COMMENTARY AND SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES, ARE PROVIDED "AS IS". DATTEL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH ANY INFORMATION, CONTENT, MATERIAL, COMMENTARY, SURVEYS, PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY CONTENT PROVIDED BY MEMBER PANELLISTS. FURTHER, DATTEL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. DATTEL DOES NOT WARRANT THAT THE TOOLS, TECHNOLOGY OR FUNCTIONS CONTAINED IN THE SERVICES OR ANY CONTENT, MATERIAL, COMMENTARY, INFORMATION AND/OR SERVICES CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE SERVICES AND MAKE THE SERVICES AVAILABLE WILL BE CORRECTED OR THAT THE SERVICES AND/OR THE SYSTEMS AND/OR THE SERVER(S) THAT SUPPORT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DATTEL DOES NOT PROVIDE ACCESS OR CONNECTION TO THE INTERNET AND IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF THIRD PARTIES THAT INTERFERE WITH, LIMIT, RESTRICT OR PREVENT ACCESS OR CONNECTION TO, OR USE OF, THE SERVICES.

### **4. Indemnification**

You agree to indemnify, defend and hold harmless Dattel and its parent, affiliated and subsidiary companies and its and their respective members, managers, shareholders, directors, officers, employees and agents from and against any and all claims, liabilities, losses, judgments, awards, fines, penalties and costs and/or expenses of any kind, including, but not limited to, reasonable attorneys' fees and court costs, arising out of, resulting from or caused, either directly or indirectly, by: (i) your breach of these T&Cs; and/or (ii) your use of, participation in, and/or access to the Services.

### **5. Limitations of Liability**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL DATTEL BE LIABLE OR OTHERWISE RESPONSIBLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, FOR ANY

REASON(S) OR FOR ANY CAUSE(S), REGARDLESS OF WHETHER DATTEL IS INFORMED OF THE POSSIBILITY THAT SUCH DAMAGES MAY EXIST.

**6. Notices**

You agree that Dattel may provide notices to you via the e-mail address provided by you to Dattel.

**7. Severability**

If any term or provision of these T&Cs shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be deemed null and void and shall not affect the application and/or interpretation of these T&Cs. The remaining terms or provisions of these T&Cs shall continue in full force and effect, as if the invalid or unenforceable term or provision was not a part of these T&Cs.

**8. Governing Law**

These T&Cs and your access to, use of or participation in the Services shall be governed by and construed in accordance with the laws of Malaysia. All claims or disputes arising in connection with these T&Cs and/or your access to, use of or participation in the Initiative and the Services shall be subject to the exclusive jurisdiction of the courts of Malaysia.

**Version 1.0 dated 9<sup>th</sup> May 2024**