

GENERAL TERMS OF USE

LAST UPDATED: 6 MAY 2019

1. General Description

Yayasan Ihsan Rakyat website is owned and operated by Mezzanine Enterprise Sdn Bhd. and its Group of Companies ("MESB" and/or "We").

2. Your use and access of the Site is subject to these Terms of Use. By using the Site, you accept and agree to be bound by these Terms of Use. These Terms of Use and all supplemental terms, as amended from time to time, constitute a legal agreement between you and MESB.
3. We may make changes to these Terms of Use from time to time. You can determine when we last changed these Terms of Use by referring to the "LAST UPDATED" statement as placed on our website. Your use of the Site following changes to these Terms of Use will constitute your acceptance of and agreement to be bound by those changes. If you do not agree with these Terms of Use, you should refrain from using the Site.
4. By using the Site, you represent and warrant that you are of legal age to form a binding contract (18 years of age or older). You are responsible for all access to the Site.
5. We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use). We may also in our sole discretion, refuse to offer the Site to any person or entity and change the products offered at any time.

6. Description of Service

The Site is a free-to-use online consumer platform to obtain personal financing.

7. Ownership and Rights

Where the Site contains any content including, without limitation, any images, videos, comments, remarks, information, data, text, software, scripts, graphics and interactive features developed and/or made available and/or provided by MESB (excluding any submissions by you) ("Content"), such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable and owned or controlled by MESB (and/or its licensors) unless otherwise noted. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through or on the Site. You may not print or otherwise make copies of any such Content without our express prior permission. Further, any unauthorised use of any Content may violate copyrights, trademarks and other laws and intellectual property rights of MESB, MESB's licensors and/or third parties.

8. Privacy Notice

In the course of you using the Site, we may collect and use information about you ("personal data") in accordance with our Privacy Notice available [here](#).

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9. Personal Use

Your permission to use the Site is personal to you and non-transferable, and you may not use the Site for commercial purposes. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Site except as otherwise expressly provided in the Terms of Use or as specifically authorized in a separate written agreement. Your use of the Site and all related products and services is conditional on your compliance with these Terms of Use and you agree that you shall not:

- 9.1. use the Site for any fraudulent or unlawful purpose;
- 9.2. use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights, rights of publicity or intellectual property rights;
- 9.3. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make;
- 9.4. interfere with or disrupt the operation of the Site or the services or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- 9.5. transmit or otherwise make available in connection with the Site any virus, worm, or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software or equipment;
- 9.6. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- 9.7. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site;
- 9.8. remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- 9.9. frame or mirror any part of the Site without our express prior written consent;
- 9.10. create or attempt to create a database by systematically downloading and storing Site content;
- 9.11. use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. We reserve the right to revoke these exceptions either generally or in specific instances;

9.12. create links that are unfair and illegal and/or presented in a way that is misleading or could suggest any type of association, approval or endorsement by us which does not exist;

9.13 bypass any measures we may use to prevent or restrict access to the Site (or other accounts, computer systems or networks connected to the Site);

9.14 harvest or scrape any information or content from the Site; and

9.15 facilitate or encourage violation or otherwise take any action in violation of these Terms of Use or the Privacy Notice.

10. User Content

Some of the features on the Site allow you to upload and/or submit content (“User Content”). Save for personal data which will be governed in accordance with our Privacy Notice available [here](#), we will be entitled to use any User Content for any commercial or other purpose whatsoever without compensation to you, as we may determine in our sole discretion.

By uploading and/or submitting any User Content, you represent and warrant that you have all right, title and interest to such User Content, including but not limited to any consent, and authorization from any third party necessary for you to upload or submit such User Content. By uploading or submitting the User Content, you further agree to give us a non-exclusive, royalty-free, perpetual, worldwide, transferable and sub-licensable licence to use, host, store, reproduce, modify, create derivative works from, communicate, publish, publicly perform, publicly display and distribute such User Content. The User Content so uploaded and/or submitted further shall not:

10.1. infringe or violate any intellectual property rights, third party rights including without limitation, any privacy rights, publicity rights, copyrights, any proprietary rights or otherwise constitute breach of any agreement with any person or entity;

10.2. defame, be libellous, unlawfully threaten, harass or otherwise contain subject matters that are objectionable;

10.3. be obscene, pornographic or indecent;

10.4. be irrelevant for the purposes of the services offered on the Site; and/or

10.5. otherwise breach any law, statute or regulation.

Posted content by users are not necessarily pre-screened or reviewed by us for its appropriateness, reliability and/or compliance with any laws, and we do not at any time assume such responsibility. We thus make no representation or warranty of any kind, express or implied as to the content uploaded or submitted by users.

Regardless, without assuming any obligation to do so, we may with or without notice and without liability delete any content (including the Content and User Content), suspend or delete any account that in our sole judgment violates any Term of Use. If you become aware of any misuse of our Services by other users, please contact us by sending an e-mail to pertanyaan@yir.com.my

11. Linking

The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk. The terms of use and privacy policies applicable to such sites may be different from those applicable to our Site.

12. Termination

We may change, suspend or discontinue any aspect of our Site at any time without assigning any reason whatsoever, including the availability of any feature, application, database or content. We may also impose limits on certain features, products and/or services and/or restrict your access to the Site or part thereof without notice or liability of any kind. You agree that we shall not be liable to you or any third party following such change, suspension or discontinuance of any aspect of the Site.

We may terminate, without incurring any liability to you, these Terms of Use immediately without notice if, in our sole judgment, you have breached or violated the spirit of these Terms of Use or otherwise create risk or possible legal exposure for us. You may not access the Site after termination of this agreement without our written approval. In all such cases, these Terms of Use shall terminate but any section of these Terms of Use that are intended and required to survive expiration or termination of these Terms of Use to achieve their intent, shall survive without limitation.

You may cancel or terminate your loan application at any time by contacting us:

YAYASAN IHSAN RAKYAT

Head of Customer Service

Lot 33, 01/02, 33rd Floor

Sunway Putra Tower

100 Jalan Putra

50350 Kuala Lumpur

Tel: + (60)3 40470888

Email: pertanyaan@yir.com.my

13. User Representations, Warranties and Indemnities

You are solely responsible for any User Content uploaded or submitted on the Site and/or the manner with which you have used the Site. We do not endorse and have no control over the content submitted by users. For the avoidance of doubt, any use from your registered account or password shall be deemed as “use” and thereby, publication or republication by you.

You agree to indemnify, defend and hold us and our parent/holding companies, our related companies, associated companies, affiliates, officers, employees, agents, and any third-party information providers harmless from and against any and all claims, losses, expenses, damages and costs, including, but not limited to, direct, incidental, consequential, exemplary and indirect damages made by any third party, whether actual or alleged that arise out in connection with the following:

- (i) your use, misuse, inability to use and/or access the Site;
- (ii) our use of any User Content and/or arising out of or in connection with the User Content uploaded or submitted by you on the Site;
- (iii) any fraud, wilful misconduct, gross negligence or any violation of any of the terms and conditions under these Terms of Use on your part;
- (iv) any claim for government tax obligations (including any penalties, interest or other additions to tax);
- (v) any content or information which you provide on the Site;
- (vi) any infringement, misappropriation, or other violation of any patent, trademark, copyright, publicity, privacy, trade secret, or other right of any third party by you, the User Content or the use thereof.

14. Disclaimer of Warranty and Limitation of Liabilities

We make no representations or warranties of any kind as to the accuracy, timeliness, performance, completeness or suitability of the information, content (including the Content) and materials found or offered on the Site for any particular purpose, and to the fullest extent permissible by the applicable laws, we disclaim all representations or warranties, express or implied. It shall be your own responsibility to ensure that any products, services or information available through the Site meet your specific requirements.

We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function, service or feature of the Site will always be available. In particular, the Site may be unavailable during periods when we are implementing or carrying out essential maintenance on the Site. The unavailability of the Site or certain content on the Site may be due to modification, and temporary or permanent discontinuance which we reserve the right to do so, with or without notice. You agree that we shall not be held liable by you or to any third party for any unavailability, modification, or discontinuance of any content.

We do not warrant that the functions and services offered and contained on the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site is free of viruses or other harmful components.

To the widest extent permitted by law, we accept no liability for any loss or damage of any kind whatsoever (including without limitation incidental loss, consequential loss, loss of data or programs, loss of profits or goodwill, business interruption, lost savings or any direct, indirect, special, exemplary or punitive damages) suffered or incurred by you or any other person or entity, howsoever arising whether in contract, tort, negligence or otherwise, even if we have been advised of the possibility of such damages, in connection with or as a result of:

- (i) the Site, any Content and/or any site or resource linked or referenced or accessed through the Site and your use, access, operation and/or your reliance on the Site, any Content and/or any site or resource linked or referenced or accessed through the Site;
- (ii) any use, downloading of or access to any materials, information, products or services on the Site;
- (iii) any unauthorised access or alteration of the User Content or information submitted via the Site;
- (iv) the inability to use the Site or any materials or Content on the Site or any delays or disruptions of the Site;
- (v) any third party websites linked to the Site including the information and content therein as well as use, access or operation thereof;
- (vi) the introduction of malicious codes or other harmful components arising from use, access or operation of the Site or any third party websites linked to the Site;
- (vii) glitches, bugs, errors, or inaccuracies of any kind in the Site;
- (viii) damage to your hardware device from use of the Site;
- (ix) the content, actions or inactions of third parties;
- (x) a suspension or other action taken in respect of your account;
- (xi) your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to these Terms of Use or our policies;
- (xii) any guidance provided by us; or
- (xiii) any other matter relating to the Site.

The above exclusions of liability applies to all causes of action, whether based on contract, tort or otherwise.

Without limiting the other provisions in this Clause 16, in the event we are held liable to you for any reason whatsoever, our total liability to you for all losses, damages, and causes of action (in contract, tort including without limitation, negligence, product liability and strict liability, or otherwise) will not be greater than RM5,000.00.

15. Survival of Clauses

Rights and obligations of the parties which have accrued or which shall accrue shall survive suspension or termination of the Site and/or this Terms of Use insofar as survival shall be construed from the relevant clauses in the context of such termination. In particular, Clauses 7, and 12-17 will survive the suspension or termination of the Site and/or these Terms of Use for any reason whatsoever.

16. Severability

If any term in these Terms of Use is or becomes invalid, illegal or unenforceable in any respect under the applicable laws, the validity, legality and enforceability of other terms shall not be affected or impaired in any way.

17. Waiver

The failure or delay by us to exercise or enforce any right in the Terms of Use will not be considered a waiver.

18. Non-assignment

These Terms of Use may not be assigned, transferred or sublicensed by you without our prior written consent. All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

19. Governing Law and Entire Agreement

Each party confirms that these Terms of Use represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement, whether oral or written, and all other communications between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia and parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia and we may seek injunctive or other appropriate relief in any court in Malaysia.