

e-LATiH CORPORATE ACCESS USER AGREEMENT

Please read these Terms & Conditions carefully before proceeding to sign up as a Corporate Access User of e-LATiH.

ACKNOWLEDGMENT

You hereby acknowledge that You are the authorized person representing your organization for the Corporate Access and have been conferred full authority to sign up as an Administrator for the Corporate Access account on e-LATiH by your Management.

These Terms and Conditions herein shall govern Your provision of all the usage, and access of the learning resources as well as its contents in terms of accurateness, correctness, authenticity, and intellectual property rights.

By virtue of You signing up as a user on the e-LATiH platform, You accept and agree to be legally bound by these Terms & Conditions herein and the Terms & Conditions shall be deemed to be a legal agreement between You and PSMB and shall be binding on Your successor-in-title and permitted assigns unless terminated in accordance with the termination provision herein. You are also required to provide all the necessary information in the Corporate Access Request Form (CARF). If You do not understand or do not wish to be bound by the Terms & Conditions, You shall not proceed with the sign up process.

TERMS & CONDITIONS

1. INTERPRETATION AND DEFINITIONS

Interpretation

The words in which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms & Conditions:

- **PSMB** refers to Pembangunan Sumber Manusia Berhad (Company No: 200101009387 / 545143-D), a company incorporated in Malaysia under the Companies Act 2016 with our registered address at 7th Floor, Wisma HRD Corp, Jalan Beringin, Damansara Heights, 50490 Kuala Lumpur and includes the successors- in-title and permitted assigns;
- **You** refers to the Corporate Access User as the authorized person who has been conferred full authority by the user company / government agency / learning institution / university / business entity to sign up as a user of the e- LATiH;
- **e-LATiH** refers to the dedicated online learning portal providing training courses to all Malaysians, owned and managed by PSMB;
- **Learner** refers to Malaysian employees of the company / government agency / learning institution / university / business entity to sign up as a user of the e-LATiH;

- **Content Provider** refers to registered training provider with PSMB / government agency / learning institution / university / learning partner / business entity who has been in the business of the provision of quality training courses;
- **Terms & Conditions** mean these Terms and Conditions that form the entire agreement and understanding between You and PSMB regarding the signing-up as a corporate user on e-LATiH;
- **License** refers to the access to the product/ services by each user/Learner;
- **Pay-per-use** refers to one access to one course;
- **Subscription package** refers to one access to the courses within the package only.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 Representations and Warranties.

You hereby represent and warrant with PSMB as follows:

- a) That You are the authorized representative from a company/employer and validly incorporated in Malaysia and is validly existing under the laws of Malaysia;
- b) That You have the full capacity and authority to comply with the Terms & Conditions herein and You have obtained all the necessary authority(ies), approval(s), license(s), permit(s) and consent(s) to sign up as a user;
- c) That by signing up as a user, no conflict of interest situation shall arise between You and PSMB nor are You at all material

times exceeding any limitation or restriction imposed on You under any law, regulation, order or decree of any governmental authority, agency, court or of any existing corporate document, mortgage, indenture, trust deed or agreement;

- d) That You are not in default of any agreement to which You are a party or You may be bound and at all times, You have no dispute, litigation, arbitration, industrial action claims, labour dispute, tax claim, winding-up proceedings (whether voluntary or creditor's winding-up) or administrative proceedings, appointment of liquidators and receivers and managers, convening of any meeting with Your creditors, scheme of arrangements pursuant to Section 366 of the Companies Act 2016, execution proceedings or where You are deemed unable to or become unable to pay Your debts as they fall due (collectively "Litigation Events") are pending or threatened and such Litigation Events, as the case may be, which might materially affect Your solvency or might affect Your ability to perform Your obligations as a user.

2.2 Covenants.

You hereby expressly covenant with PSMB as follows:

- a) You shall not share or provide any unauthorized access / use of your e-LATiH Corporate Access to any unauthorized third party;
- b) You shall maintain and preserve any confidential information that is obtained by You in the course of using e-LATiH Corporate Access;

- c) You shall not upload, post or otherwise transmit the learning resources with contents provided or created by content creator / owner without the prior consent of the legal proprietor of the content;
- d) You shall not impersonate another person or gain unauthorised access to another person's Account;
- e) You shall not use the e-LATiH platform in any manner intended and / or which will lead to damage, disable or impair any e-LATiH platform server or the network(s) connected to e-LATiH which will lead to an interference with any other party's use and enjoyment of the e-LATiH platform;
- f) You shall not post or provide any unlawful, inappropriate, offensive, racist, hateful, sexist, political sensitive, profane, pornographic, obscene, indecent, false, misleading, incorrect, infringing, plagiarised or defamatory content, comments, reviews or information on e-LATiH;
- g) You shall not upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) on e-LATiH;
- h) You shall not via the learning resources on e-LATiH introduce any virus, worm, malware, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;

- i) You shall not place advertisements (whether directly or indirectly) on behalf of third-party advertiser(s) (whether as an agent or otherwise) in respect of the learning resources.

In the event and in PSMB's sole and absolute discretion, You have breached the above paragraphs (a) – (i), PSMB may deactivate your Corporate Access from e-LATiH without any prior notification.

3. CORPORATE ACCESS USER ADMINISTRATOR

- 3.1 In pursuant to Clause 2.1(a), a person shall be authorized by your organization to act on behalf of the organization to perform obligations required according to this Terms & Conditions.
- 3.2 For appointment of Corporate User Administrator, You must furnish all the necessary details and agree with declaration stated in the Corporate Access Request Form (CARF).
- 3.3 In performing the obligations stated in this Terms & Conditions, Corporate User Administrator on behalf of it's respective organization may and/or shall;
 - a) Customize the organization Corporate Access account;
 - b) Manage the individual Learner account;
 - c) Access the Corporate Access Administrator tools and related reporting features; and
 - d) Populate the organization account with organization-provided content.

4. INTELLECTUAL PROPERTY RIGHT

- 4.1 You acknowledge all Intellectual Property ownership for any materials uploaded by You on e-LATiH shall be vested in You. PSMB shall not be liable for any infringement of intellectual property rights of the materials uploaded by You on e-LATiH.
- 4.2 At all material times, PSMB shall reserve the right to suspend, disable, reject or remove any learning resources, in the event that PSMB is of the reasonable opinion that the learning resources is misleading, deceptive, offensive, false, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory or objectionable or if the learning resources may violate any law, regulation, advertising standard or code of conduct, or is otherwise in breach of the Terms & Conditions herein with prior notification to You. In the event of the removal or suspension of the learning resources, PSMB may replace with learning resources similar to the removed material and You shall agree to use that new replacement of learning resources. You shall undertake to adhere to the guidelines on publishing content / learning resources issued by PSMB. Failure to adhere to the guideline shall be tantamount to a breach of the Terms and Conditions herein.
- 4.3 Subject to the requirements below, You may use our trademarks, limited to the use of promotional purposes in circumstances where we authorize You to do so.
- 4.4 You shall: -
- a) only use the images of our trademarks in accordance with the specifications and directions that we make available to

You, as detailed in any guidelines which we may publish from time to time;

- b) only use our trademarks in connection with the promotion made available on e-LATiH and immediately comply if we request that You discontinue the usage of our trademark;
- c) only use our trademarks based on Guideline usage of HRD Corp Logos available at <https://hrdcorp.gov.my/usage-of-hrd-corp-logo>.

4.5 You shall not: -

- a) use our trademarks in a misleading or disparaging way;
- b) use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material;
- c) make any changes or alterations to our trademarks.

4.6 For the avoidance of a doubt, all rights in and to any new and / or updated version of the trademarks, will and shall remain as exclusive property of PSMB and the provisions of the Terms & Conditions herein shall apply.

4.7 You are allowed to upload contents on e-LATiH restricted only to your account accessible only by your employees. At all material times, You shall be responsible to procure and obtain all necessary license, approval, consents, authorisation and / or confirmation from the legal proprietor of the content prior to uploading the content on e-LATiH.

4.8 PSMB shall not be held responsible for any infringement of intellectual property with respect to any and all claims instituted by Third Party

against You and You shall be solely responsible and liable for and defend and indemnify PSMB against any and/or all losses arising out of or as a result of the unlawful use of any Third Party Intellectual Property.

4.9 You shall also immediately bring to the attention of PSMB if You become aware of any actual or threatened of any infringement or misuse of any Third Party Intellectual Property which has come to your attention.

4.10 Upon consent, approval and / or confirmation, You may allow PSMB to use your name, trademark, business name, service name, likeness, image and voice for marketing and promotional purposes on the e-LATiH platform.

4A. PREMIUM SUBSCRIPTIONS

4A.1 The current subscription packages offered by PSMB shall be for a minimum subscription period of six (6) months, twelve (12) months or more depending upon mutual consensus between your organization with PSMB.

4A.2 The fees for the subscription packages shall be based on the number of licenses selected by You and the cost of each license shall be determined at Content Provider's discretion.

4A.3 You shall share all relevant information of Your employees in relation to the usage of the Corporate Access;

4A.4 PSMB shall be responsible to handle the billing with users in respect of the Premium subscription packages; and

4A.5 Subscription to the learning material provided in e-LATiH shall be

limited to the rights to use / access only. At all material times, you do not own the learning contents that are provided in the e-LATiH.

4A.6 You may make cancellation of your subscription by sending PSMB a written notice indicating your intention.

4A.6.1 Cancellation will only be enforced automatically on the final day of your subscription period.

4A.6.2 You will not be entitled to receive any refund from PSMB for any paid fees for your subscription.

4A.6.3 Subscription cancellation does not amount to termination of these Terms & Conditions.

4B. PAY-PER-USE

4B.1 e-LATiH grants a lifetime access license to the Learner when they enroll in a Pay-per-use course. However, PSMB reserves such rights to revoke any license to access and use any content at any point in time in the event where PSMB decides or is obligated to disable access to the content due to legal, policy and/or technical reasons.

5. USER ACCESS

5.1 You shall be entitled to a free trial of thirty (30) days from the date of registration ("Free Trial Period") for the usage of the Corporate Access features on e-LATiH.

5.2 During the Free Trial Period, PSMB will send notifications for premium subscription, and You shall elect whether to continue for premium subscription within the Free Trial Period.

- 5.3 You are permitted to access the e-LATiH Corporate Access according to this Terms and Conditions
- 5.4 Lifetime access license is not applicable to enrollments via Subscription Packages or to add-on features and services associated with the course or other content You enroll in. Any access which is not permitted under this Agreement amounts to unauthorized access by the User and will result in the suspension of access or termination of this Terms & Conditions.
- 5.5 Such content made available to You is licensed, and not sold. You don't have any rights to dispose for profit or to resell the content in any manner (this shall include the act of sharing of information with a purchaser or illegally downloading the content and sharing it on another website).

6. LEVY DEDUCTION ON COURSE FEE

- 6.1 You agree that the purchase of content may be paid by way of deduction of levy as the course fee subject to the allowable course matrix to the access according to your selected package subject to the fulfilment of the following conditions:-
- a) You have sufficient balance in the levy account;
 - b) You have no outstanding levy arrears with PSMB;
 - c) You have no interest accrued on late payment of levy with PSMB; and
 - d) There are no ongoing litigation matters with PSMB.
- 6.2 You further agree that all levy-based purchases are non-refundable. Failure to complete the course shall be Your sole

responsibility. Any further claims and demands for the refund of monies will not be entertained by PSMB.

- 6.3 All invoice payable made payable shall be directed to the registered users on e-LATiH.

7. PAYMENT

- 7.1 You agree to pay the fees for learning resource that you purchase, and you authorized us to charge your debit/credit card, process and any other means of payment (for example, online banking, direct debit, or e-wallet) for those fees.
- 7.2 PSMB has cooperation engagement with payment service providers to facilitate payment process of which You agree that PSMB shall extend your data to the payment service providers on need-to-know basis.
- 7.3 You agree not to use any other payment method outside of PSMB authorization.
- 7.4 You agree to pay PSMB the corresponding fees within thirty (30) days of notification from PSMB upon any access to the learning resources via unauthorized payment method. PSMB reserves the right to disable any content for which PSMB has not received adequate payment.
- 7.5 You further agree that all payments are non-refundable. Failure to complete or conduct the course shall be Your sole responsibility. Any further claims and demands for the refund of monies will not be entertained by PSMB.

8. INDEMNITY AND LIABILITY

8.1 You shall fully indemnify PSMB and its Partners, Service Providers and any other Affiliates as deemed necessary by PSMB up to the maximum extent permitted by law (inclusive of legal cost and settlement cost) against any actions, claims, demands, prosecutions, proceedings, deficiencies, losses, fines liabilities, damages, costs, charges and expenses and to defend and hold harmless PSMB, PSMB's Partners, Service Providers and any other Affiliates as deemed necessary by PSMB and its employees, agents, officers and directors from any losses they may suffer arising from claims related to the subscription of the learning resources by You.

8.2 FOR THE AVOIDANCE OF DOUBT, PSMB, AND ITS PARTNERS, SERVICE PROVIDERS AND ANY OTHER AFFILIATES AS MAY BE DEEMED RELEVANT BY PSMB WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN CONNECTION WITH: (A) YOUR PARTICIPATION AS A USER ON THIS PLATFORM; (B) YOUR MATERIALS; OR (C) ANY INVESTMENT, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS. IN ANY CASE, THE AGGREGATE LIABILITY OF PSMB AND ITS PARTNERS, SERVICE PROVIDERS AND ANY OTHER AFFILIATES AS MAY BE DEEMED RELEVANT BY PSMB ARISING IN CONNECTION WITH THESE TERMS WILL BE LIMITED ONLY TO THE FEES DUE AND PAYABLE TO YOU.

8.3 EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS,

IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND PSMB IS NOT WARRANTING FOR ACCURACY, CORRECTNESS, RELIABILITY AND FIDELITY OF THE MATERIAL PROVIDED BY CONTENT PROVIDER. CONTENT PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

8.4 For the avoidance of doubt, this particular provision shall survive the termination of the Agreement.

9. **TERMINATION**

9.1 Once You signed up as a user, the Terms & Conditions herein shall constitute a legally binding Agreement deemed to have been executed between You and PSMB, and therefore shall continue to be in full force and effect unless this Agreement is terminated in accordance herewith.

9.2 Either Party shall be entitled to terminate this Agreement immediately by giving THIRTY (30) days prior written notice to the other party. Upon maturity of 30 days, the termination is deemed effective, and Your account will be deemed deactivated. Thereafter, You will not be able to access any learning resources that is available to You on e-LATiH.

9.3 Your learning access shall be prevented upon effective termination and You shall be barred from accessing or purchasing the Content. For avoidance of doubt, notwithstanding the termination of this Agreement, You shall continue to be responsible and liable for all of Your material previously made available on e-LATiH.

9.4 If You are threatened to be insolvent or is declared insolvent, is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver, conservator, or similar officer, or makes an assignment for the benefit of all or substantially all of its creditors or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party may, by giving prior written notice thereof to the non-terminating party, terminate this Agreement as of a date specified in such notice.

10. RETENTION OF PERSONAL DATA

10.1 PSMB will retain all the needed personal data for a period no longer than required for processing and reporting purposes under these Terms & Conditions.

10.2 PSMB will remove certain or all User's personal data after two (2) years of the Corporate Access termination and may retain all the aggregated and/or anonymized data as set forth below:

- a) Reviewing user activity across the Corporate Access (for example; analysis of trends and User traffic and usage information to identify popular content;
- b) Facilitating the technical functioning of the Corporate Access services including to troubleshoot and resolve issues, secure the Corporate Access services, and prevent fraud and abuse;
- c) Developing a personalized content and recommendation engine; and
- d) Analysis and reporting for learning trends.

10.3 When User data is being used for the above purposes, it will be aggregated and/or anonymized so that no personal data of User is processed. This non-personal data may be retained for as long as it is required to serve the purposes identified above.

11. SHARING OF INFORMATION

11.1 By agreeing to this Terms & Conditions, You hereby agree that PSMB and/or its partner, associates and affiliates may collect, obtain, store, and process Your organization personal data that You provide for the purpose of this Terms & Conditions.

You hereby give your consent to PSMB to:

- a) Store and process your relevant personal data; and
 - b) Disclose your personal data to the relevant authorities as required by law or for legal purposes.
- 11.2 You shall permit PSMB to share Your information on e-LATiH and all other matters related thereto to all proxies involved which shall be inclusive but not limited to our vendor, subcontractors, agents, employees and consultants to whom and to the extent that such disclosure is strictly necessary for the purpose herein on a need-to-know basis.
- 11.3 To the extent that any of the data or information extended to You by PSMB and/ or collected or processed by you on behalf of PSMB, consists of "personal data" as defined in the Personal Data Protection Act 2010 ("PDPA"), You agree to observe e-LATiH's privacy policy and cookie policy requirements as may be modified from time to time and the PDPA. You shall also comply with all applicable guidelines, determinations, or recommendations made

by the relevant regulatory body which administers the applicable privacy principles to such Personal Data;

*You may visit PSMB Privacy Policy & Cookie Policy at <https://elatih.hrdcorp.gov.my/pages/privacy-policy-and-cookie-policy>

12. NOTICES

- 12.1 Any notice required to be given under the Agreement by any Party to the other shall be deemed to have been duly served if delivered to or sent by electronic mail (e-mail) or by prepaid registered mail, to the following numbers or addresses (including e-mail addresses) or such other number or address as a Party may in writing, notify the other from time to time.

PSMB:

Human Resources Development Corp. Berhad,
Wisma HRD Corp, Jalan Beringin,
Damansara Heights,
50490 Kuala Lumpur.

User:

Contact details are as provided in the Corporate Access Request Form(CARF).

- 12.2 You shall appoint a person to act as representative and give any written notice to the person so appointed. You agree that the person appointed shall have authority to act on behalf of You for all purposes in connection with this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1 All Terms & Conditions herein shall be governed by and construed in accordance with the laws of Malaysia. The Parties shall submit to the exclusive jurisdiction of the Malaysian courts in determining any disputes between the Parties.

14. SEVERABILITY AND WAIVER

14.1 Severability

14.1.1 If any provision of these Terms & Conditions is held to be unenforceable or invalid, such provision will be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue to be in full force and effect.

14.2 Waiver

14.2.1 Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms & Conditions shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

15. VARIATION TO THESE TERMS & CONDITIONS

15.1 PSMB reserves the right, at its sole discretion, to revise, modify or replace these Terms & Conditions at any time without any prior notice. Any revision, modification and /or changes made to the Terms & Conditions herein will be effective immediately upon subscription on e-LATiH platform.

16. SERVICE LEVEL/RESPONSIBILITIES

16.1 You must provide all of the necessary information and assistance-related needs for service performance that allows PSMB to meet the service level standards as outlined in this agreement.

16.2 You shall inform PSMB if there are any business changes that may require a review, modification, or amendment of the service-level agreements.

