

TERMS OF USE

1. INTRODUCTION

- 1.1 Please read these Terms of Use carefully before using this Site ("**BEPartner Directory**") or opening a BEPartner Directory account ("**Account**") to list your business on the BEPartner Directory (individually and collectively referred to as "**the Services**").
- 1.2 By using the Services, you agree to these Terms of Use and it forms a binding agreement between you and Sarawak Convention Bureau [Registration No. 200601021008 (740761-P)] ("**Business Events Sarawak**", "**we**", "**us**" or "**our**"). If you do not agree, do not use the Services.
- 1.3 We may amend the terms in these Terms of Use at any time. Such amendments shall be effective once they are posted on [<https://businesseventssarawak.com/bepartner-directory/>] and [<https://sarawak.extranet.simpleviewcrm.com/>]. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Business Events Sarawak is a company limited by guarantee operates as a non-profit operation for the purpose of, amongst other things, marketing Sarawak as a desirable destination to hold conventions, meetings and exhibitions, and promoting visitation to Sarawak and the BEPartner Directory is to provide a platform for:-
 - 2.1.1 Selected business ("**Third Party Provider**") to list its business; and
 - 2.1.2 Public and/or Third Party Provider ("**User**") to search for local businesses to purchase goods and/or services or for business collaboration. For the avoidance of doubt, the term "**User**" used in these Terms of Use may include the Third Party Provider if the Third Party Provider is using the BEPartner Directory to search for local businesses to purchase goods and/or services or for business collaboration.
- 2.2 Our role is merely to provide a platform to support and enhance the business of the Third Party provider by linking the User with such Third Party Provider. We shall not in any way responsible for the acts and/or omissions of any User and/or Third Party Provider.
- 2.3 The actual contract for supply of the goods and/or services listed on the BEPartner Directory is directly to be entered between User and Third Party Provider. The Third Party Provider is solely responsible to respond to any business inquiries including but not limited to request for proposal. We are not a party to that or any other contract between User and Third Party Provider. Hence, any complaints between Third Party Provider and User must be taken up with each other directly. The Third Party Provider or User, as the case may be, be solely responsible to handle the aforesaid complaints.
- 2.4 Third Party Provider must not represent to be an agent, subcontractor, employee and representative of Business Events Sarawak and the goods and/or services supplied by the Third Party Provider shall not in any way to be deemed to be provided and endorsed by us.

- 2.5 While we will continuously maintaining the BEPartner Directory, we make no representation or warranties of any kind, express or implied, in connection with the compatibility of the BEPartner Directory with specific software or other hardware including those which are commonly used in the markets. We shall not be held responsible in any way if you and/or any other party unable to access the BEPartner Directory due to compatibility issue.
- 2.6 The Services are provided on an “as is”, “as available” basis and Business Events Sarawak makes no representation, warranty, or undertaking of any kind, whether expressed or implied that the BEPartner Directory will be error-free or uninterrupted, or that any errors or defects will be corrected.
- 2.7 BEPartner Directory may contain hyperlinks to various third-party websites or other content on the Internet. These Linked website or content are provided solely as a convenience to the User and Third Party Provider. Such linked websites or content are neither owned by us nor under our control. We do not endorse, recommend, verify or approve of any information, products or services referred to on such linked websites or content. You agree that your access to or use of such linked websites or content is entirely at your own risk.

3. THIRD PARTY PROVIDER

As a Third Party Provider, in addition to the other provisions set out in these Terms of Use, you are subject to the additional terms and conditions below.

3.1 Opening of an Account

- 3.1.1 Only selected Third Party Provider as Business Events Sarawak deems fit will be entitled to list its business on the BEPartner Directory. If you would like to be part of the listing, please contact us at the contact details set out in Clause 6.4 of these Terms of Use.
- 3.1.2 To list the business on the BEPartner Directory, you are required to open the Account by selecting a user identification ("User ID") and password, and providing certain personal information as well as supporting documents as we reasonably request or require. The USER ID and password must comply with the guidelines that Business Events Sarawak may impose from time to time at its sole discretion.
- 3.1.3 You may assign the task to maintain the listing on BEPartner Directory to more than one (1) personnel and upon your request, Business Events Sarawak may allow you to create sub-user account with unique login credentials. You will be solely responsible for the act and omission of your assigned personnel. For the purpose of these Terms of Use, any reference to “Account” includes the sub-user account.
- 3.1.4 You will be solely responsible to keep your Account secure including but not limited to the following:-
- (a) Keep your password confidential and use only your User ID and password when logging in;

- (b) Ensure that you log out from your Account at the end of each session on the BEPartner Directory; and
 - (c) Ensure that only your authorised personnel has the access to the Account.
- 3.1.5 You are fully responsible for all activities that occur under your Account even if such activities or uses were not committed by you or your authorised personnel. We will not be liable and responsible in any way for any loss or damage arising from unauthorised use of your Account or your failure to comply with this Clause.
- 3.1.6 You may at any time terminate your Account by notifying Business Events Sarawak in writing of your desire to do so in the manner set out in Clause 6.4 of these Terms of Use. Notwithstanding any such termination, you remains liable and responsible for any antecedent breach.
- 3.2 You are responsible to ensure your business information is always up-to-date, complete, accurate and not misleading by updating the information or content in your Account. You acknowledge that any information or content you updated in your Account may not be displayed to the User on the BEPartner Directory in real time. Subject to any technical issues, the information or content displayed on the BEPartner Directory and the information or content you updated in your Account will sync every thirty (30) minutes.
- 3.3 Business Events Sarawak may (but not obliged to) provide to the Third Party Provider a training on BEPartner Directory and/or template of information to be displayed on the BEPartner Directory. However, you acknowledge that these are provided by Business Events Sarawak to you as a general guidance only and Business Events Sarawak shall not be liable in any way to you for any losses or damage that you may suffer arising out of, or in connection with the reliance on the training and/or template of information. You are at liberty to use your own template of information as you deem fit provided always that it complies with these Terms of Use.
- 3.4 You agree that Business Events Sarawak has the right to approve the listing of any other business which is similar to yours on the BEPartner Directory. You agree that there is no monopoly and guarantee of business by listing the business on the BEPartner Directory.
- 3.5 We may temporary suspend or immediately terminate your Account, edit, modify or remove from the BEPartner Directory any information or content associated with your Account and/or take any other actions that we deem necessary and reasonable without giving you prior notice. Grounds for such actions may include, but are not limited to:-
 - (a) Any typographical error on the information and content you posted on the BEPartner Directory;
 - (b) Any changes in your nature of business; and/or
 - (c) Actual or suspected breach of these Terms of Use;

And we shall not be held liable in any way for any of the losses or damage that you may suffer arising out of, or in connection with the aforesaid actions taken by us.

4. USER

As an User, in addition to the other provisions set out in these Terms of Use, you are subject to the additional terms and conditions below.

- 4.1 While only selected Third Party Provider will be allowed to list its business on the BEPartner Directory, Business Events Sarawak makes no representation or warranty of any kind whatsoever, express or implied, in respect of the accuracy of the information of the Third Party Provider, merchantability, quality and/or description of the goods and/or services listed on the BEPartner Directory. You agree that you will bear all risk arising out of your use of the Services and any goods and/or services provided by Third Party Provider and shall have no recourse to Business Events Sarawak in respect of the same.
- 4.2 The information or content of the Third Party Provider and the goods and/or services displayed on the BEPartner Directory are determined solely by Third Party Provider. The aforesaid information or content may, for reasons such as technical issue, typographical error or outdated product information supplied by the Third Party Provider, be incorrectly reflected.
- 4.3 The information and content listed on the BEPartner Directory are for information only and it is your sole responsibility to conduct your due diligence and verification on the information before purchasing any of the goods and/or services and entering into business collaboration with the Third Party Provider.
- 4.4 The Third Party Provider is solely responsible for any warranty in relation to the description and quality of, the goods and/or services provided to you.
- 4.5 Notwithstanding Clause 3.5 of these Terms of Use, you acknowledge that Business Events Sarawak is not expected to carry out active monitoring on the information and content posted by the Third Party Provider on the BEPartner Directory. If you find any information or content posted by the Third Party Provider that violates these Terms of Use, report it to Business Events Sarawak in the manner set out in Clause 6.4 of these Terms of Use.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 5.1 By using the Services, you represent, warrant and undertake that:-
 - 5.1.1 You have legal capacity to enter into this Agreement and (if an individual) that you are at least eighteen (18) years old;
 - 5.1.2 All the information which you provide are complete, true, accurate and not misleading. You will immediately update all the information provided to us or listed on BEPartner Directory if there is any changes to ensure that it is current, accurate, complete and not misleading;

- 5.1.3 You will only use the BEPartner Directory for their intended and lawful purposes. Without prejudice to the generality of the foregoing, you will not upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 5.1.4 You will not try to interrupt or harm the BEPartner Directory in any way;
- 5.1.5 You will comply with all laws applicable to you and/or your use of the Services;
- 5.1.6 You will not use the Services to cause nuisance, annoyance and/or inconvenience to any person;
- 5.1.7 You will give full cooperation to us with any internal or external investigations as may be required by us in complying with our policy or any prevailing laws or regulations in place; and
- 5.1.8 You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Business Events Sarawak or any other party as a result of your breach of these Terms of Use.
- 5.2 As a Third Party Provider, you further represent, warrant / undertake that:-
- 5.2.1 You possess a valid licences and permits to operate your business;
- 5.2.2 You will not use the BEPartner Directory for posting or storing any unlawful material (including but not limited to any information or content which infringe the intellectual property rights of third party) or for fraudulent purposes; and
- 5.2.3 If you are required to and do sign up for an Account on behalf of your employer, your employer shall be the owner of the Account, and you represent and warrant that you have the authority to bind your employer to these Terms of Use.
- 5.3 As an User, you further represent, warrant / undertake that :-
- 5.3.1 You will not contact the Third Party Provider for purposes other than in connection with the goods and/or services provided by the Third Party Provider.

6. MISCELLANEOUS

6.1 Intellectual Property

- 6.1.1 Unless otherwise provided herein, Business Events Sarawak shall own all right, title and interest, including all related intellectual property rights, in and to the BEPartner Directory and the contents displayed on the BEPartner Directory.

6.1.2 You are not permitted to use or reference our name, logo, trademarks or service marks in a press release or otherwise without our prior written consent.

6.1.3 The ownership of the information or content posted on the BEPartner Directory by the Third Party Provider will remain with the Third Party Provider. By posting the information or content on the BEPartner Directory, you:-

- (a) Grant us a perpetual, irrevocable, non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of the information or content; and
- (b) Undertake that you have the right to grant us such license.

6.2 Indemnification

6.2.1 By agreeing to these Terms of Use upon using the Services, you agree to indemnify and hold Business Events Sarawak harmless from and against any and all claims, proceedings, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) whether arising at common law or by statute arising out of or in connection with:-

- (a) Your violation or breach of any term of these Terms of Use;
- (b) Your use or misuse of the Services; and/or
- (c) Your breach of any applicable laws or any rights of a third party.

6.3 Limitation of Liability

6.3.1 Unless otherwise stated, and to the fullest extent allowed by law, Business Events Sarawak shall not be liable in any way for any loss, damage or injury which you may suffer arising out of, or in connection with:-

- (a) The use or inability to use the Services;
- (b) Any reliance placed by you on the completeness, accuracy or existence of any information or content on the BEPartner Directory; and/or
- (c) As a result of any relationship or transaction between you and any User or Third Party Provider.

6.4 Notice

6.4.1 You may contact us in relation to the Services and these Term of Use by sending an email to the Industry Development at gir@sarawakcb.com.

6.5 Assignment

6.5.1 These Terms of Use as modified from time to time may not be assigned by you without the prior written approval of Business Events Sarawak but may be assigned without your consent by Business Events Sarawak.

6.6 Dispute Resolution

6.6.1 These Terms of Use shall be construed and governed by the law of Malaysia.

6.7 Relationship

6.7.1 Nothing contained in these Terms of Use shall be construed as creating any partnership, principal-agent relationship or other form of joint enterprise between you and Business Events Sarawak.

6.8 Severability

6.8.1 If any provision or part provision of these Terms of Use is or becomes invalid, it shall be deemed modified to the minimum extent necessary to make it valid.

6.8.2 If such modification specified in Clause 6.8.1 above is not possible, the relevant provision or part provision shall be deemed deleted.

6.8.3 If the relevant provision or part provision of these Terms of Use is modified or deleted, it shall not affect the validity of the rest of these Terms of Use.

6.9 Waiver

6.9.1 No failure or delay by Business Events Sarawak to exercise any right or remedy provided under these Terms of Use or by law and equity shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

6.9.2 No single or partial exercise of such right or remedy by Business Events Sarawak shall prevent or restrict the further exercise of that or any other right or remedy.

6.9.3 A waiver of any right or remedy by Business Events Sarawak under these Terms of Use or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

6.10 Entire Agreement

6.10.1 These Terms of Use comprises the entire agreement between you and Business Events Sarawak and supersedes any prior or contemporaneous negotiations or discussions.

6.11 Suspension and Termination

6.11.1 You agree that Business Events Sarawak may do any of the following, at any time, without notice:-

- (a) To modify, suspend or terminate operation of or access to the BEPartner Directory, or any portion of the BEPartner Directory (including access to your Account and/or the availability of any of the Services), for any reason; and/or
- (b) To interrupt the operation of the BEPartner Directory or any portion of the BEPartner Directory (including access to your Account and/or the availability of

any of the Services), as necessary to perform routine or non-routine maintenance, error correction, or other changes.

6.11.2 Business Events Sarawak shall not be required to compensate you for any suspension or termination.

6.12 Rights and Remedies

6.12.1 Business Events Sarawak reserves all its rights and remedies under the law and equity not expressly stated in these Terms of Use.