

TERMS AND CONDITIONS

1. Introduction

1. This website or portal (including such services as may be made available on and/or through this website or portal) ("Website/Portal") is owned and operated by Royal Institution of Surveyors Malaysia ("RISM") and its approved third party Vendors. The Portal is intended for User/Member to apply as a membership and for member to explore the Services provided such as news or payment. Your access and/or use of this Website/Portal are governed by these Terms and Conditions including any amendments thereto which RISM, at its sole discretion, may make from time to time (collectively referred to as the "Terms and Conditions"). RISM has the right at any time, to change or discontinue any aspect or feature of this Website/Portal, including but not limited to the content and availability. You are advised to refer to the Terms and Conditions each time you access and/or use this Website/Portal to ascertain and understand any deletion, modifications, variations and/or additions that may be made to the Terms and Conditions from time to time and you shall be deemed to have agreed to and accepted the Terms and Conditions, including such deletions, modifications, variations and/or additions each time you access and/or use this Website/Portal.
2. Some of the services of RISM are subject to other applicable terms and conditions governing the provision of such services. These Terms and Conditions are meant to govern your access and/or use of this Website/Portal and are to be read together with the applicable terms and conditions governing any transactions, products and/or services provided by RISM. In the event of conflict between these Terms and Conditions and the terms and conditions governing the relevant transactions, products and/or services, the latter shall prevail.

2. Disclaimer

1. The content of this Website/Portal (including but not limited to all information, data, representations, statements, hyperlinks, articles and documents found herein) are prepared and provided on an "as is" and "as available" basis for general information only and are to be used at your own risk. They do not constitute professional, expert, investment, strategic or management advice or opinion of any kind. Accordingly, the content of this Website/Portal should not be relied on as a substitute for doing your own research and seeking your own independent advice from consultants, professionals or such other persons who are suitably qualified in the respective fields of expertise.
 - a. accuracy, suitability, completeness or timeliness of use for any purpose whatsoever of such content;
 - b. accuracy or reliability of any of the sources from which such content are derived (whether credited or otherwise);
 - c. title, merchantability or fitness for particular purpose of any product or service listed on or directed to by this Website/Portal;
 - d. non-infringement of intellectual property rights of any third party;
 - e. payment and delivery obligations that may arise as a result of the use of the content of this Website/Portal;
 - f. confidentiality of any information disclosed to any party, person or entity listed on or directed to by this Website/Portal; or
 - g. viability or feasibility of any business opportunity, model or any type of investment whatsoever.

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2. For the avoidance of doubt, RISM hereby expressly disclaims any and all liability of any nature and does not provide any warranties, express or implied for any loss or damage howsoever caused in connection with or arising from the browsing, downloading, uploading or the use of, reliance on or inability to use any of the content of this Website/Portal, or from any action or decision taken as a result the browsing, downloading, uploading or the use of or reliance on any of the content of this Website/Portal.
3. You acknowledge and agree that RISM, its officers, directors, employees, affiliates and agents, or any of them, shall in no event or in any manner be liable to any User/Member of this Website/Portal for any damages or losses of any kind or nature, including, but not limited to, direct, incidental or consequential damages, loss of income, loss of profit or anticipated profit, loss of goodwill or reputation, arising out of the use of, access to or any manner connected with this Website/Portal, its content, material or services even if RISM, its officers, directors, employees, affiliates and agents, as the case may be, has been advised of the possibility of such damages resulting from use of, access to or any manner connected with this Website/Portal, its content, material or services. Nothing in this Terms and Conditions shall limit our liability or the liability of our officers, directors, employees, affiliates and agents as the case may be for death or personal injury resulting from our or their negligence.

3. Cookie/Tracking Technology

This Website/Portal may use cookie and other tracking technologies depending on the features offered. Cookie and tracking technologies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the site. Cookies can also help customize the site for visitors. The cookies used in this Website/Portal will not identify the IP address and individual User/Member.

4. Privacy and Data Protection

RISM's PRIVACY AND DATA PROTECTION available on the homepage of the Portal sets out the general terms regarding the manner in which personal data is processed by RISM. If you provide personal data to RISM by accessing and/or using this Website/Portal, you are deemed to have consented to the processing of the personal data by RISM in the manner set out in the said Policy.

5. Indemnity

By using and/or accessing this Website/Portal, you agree to indemnify, defend and hold RISM, its officers, directors, employees, vendors, affiliates and agents harmless of and from any claims, suits, proceedings, demands, damages, costs or expenses (including, but not limited to, reasonable attorney's fees and costs (including expert witness costs and other costs of any such suit or proceeding), and liabilities of any kind or nature, arising out of or related to a violation of these Terms and Conditions, any content that you use, post or transmit through this Website/Portal, your conduct on the Website/Portal or violation of any rights of any third party (including, but not limited to, any assertions of infringement of intellectual property rights.)

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6. User/Member Conduct

You shall use this Website/Portal for lawful purposes within the stated context of RISM Membership Portal's intended and acceptable use of the Portal. RISM is the sole interpreter of the Portal's intended and acceptable use. In this regard, you further acknowledge and agree not to:

- a. upload, post, publish, e-mail, reproduce, link directly or indirectly, distribute or otherwise transmit any content that is unlawful, harmful, threatening, embarrassing, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, deceptive, fraudulent, hateful, racially or ethnically discriminatory, invasive of another's privacy, contains explicit or graphic descriptions or accounts of sexual acts or violence, discriminates, victimizes, degrades or intimidates an individual or a group of individuals based on religion, gender, sexual preferences, race, age, or disability, promotes or provides any instructional information of violence, illegal activities or sexual misconduct or cruelty to animals;
- b. impersonate any person or entity or misrepresent your affiliation with a person or entity;
- c. forge or manipulate headers and/or identifiers to disguise the origin of any context or use any service as storage for remote loading or as a door/signpost to another homepage or website;
- d. upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any content that is not yours or which you do not have any right, whether legally, contractually or through a fiduciary relationship or otherwise, to the said content;
- e. upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any individual or entity; f) upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any content or form of solicitation including, but not limited to any advertising, promotional materials, "junk mail", "spam", "chain-letters", or "pyramid schemes" UNLESS such -form of solicitation is expressly permitted by RISM for such a designated purpose. However, such proviso does NOT apply to any "junk mail", "spam", "chain-letters", or "pyramid schemes" or other generic forms;
- f. upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any material that is infected with software viruses, Trojan horses, worms, logic bombs or any other infections or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to carry out any other similarly destructive activity;
- g. act in any manner that negatively affects other User/Members' ability to engage in this Website/Portal or use any of the services herein;
- h. engage in any activity that is contrary to or which would adversely affect the purpose or intention of this Website/Portal;
- i. engage in any manner that is interfering and/or disrupting or in breach of the procedures, policies or regulations of any of the servers or networks connected to this Website/Portal;
- j. intentionally, in a negligent manner or innocently violate any applicable local, state, national or international law currently in force (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) or otherwise create any liability for RISM or its affiliates; and

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- k. shall not undertake any scheme to undermine the integrity of the computer systems or networks used by RISM and/or any other User/Member and you shall not attempt to gain unauthorized access to such computer systems or networks.

7. Control and Monitoring

1. You acknowledge and agree that, where any material in any form or manner is created, maintained, uploaded, posted, published, e-mailed, reproduced, distributed or otherwise transmitted by any third party User/Member, RISM will not pre-screen, control, monitor, guarantee, review or edit any such material. However, RISM has the discretion, for any reason whatsoever and without providing any reason, to modify, add, delete or refuse, in whole or in part, any material in any form or manner, if RISM is of the opinion that such material is in breach of the spirit of any of the Terms and Conditions or is undesirable, inaccurate or untrue.
2. You acknowledge and agree that RISM may disclose and inform any authorities of any material in any form or manner created, maintained, uploaded, posted, published, e-mailed, reproduced, distributed or otherwise transmitted by you if, in the sole and absolute discretion of RISM and without reference to you or any person(s) whatsoever, it be necessary or compulsory to comply with any authorities, legal or otherwise, or necessary or compulsory to comply with any valid claims that such material has violated any third party rights, property or the personal safety of RISM, its affiliates, directors, officers, employees, agents, successors and assignees, or of the general public.

8. Intellectual Property Rights

1. Unless otherwise stated, all content within this Website/Portal including but not limited to, the rights to the look and feel of this Website/Portal, any headers and titles, text, graphics, images, audio and video clips, software, title, logo, trademark, marks, patents and legend or any other proprietary rights are either owned by RISM or have been licensed to RISM by the respective owners of those rights for use in the Website/Portal and are protected in accordance with the applicable intellectual property laws. You hereby acknowledge and agree that RISM shall have the exclusive rights conferred to it under law and shall be entitled to institute any legal action or proceedings for any infringement, breach or default of its rights.
2. You hereby agree that RISM shall be indemnified for any damages, costs of solicitors and any interest charged for the defense of RISM, its affiliates, directors, officers, employees, agents, successors or assignees, against any other individual or entity arising from your violation of any of the Terms and Conditions.

9. Linked sites

1. This Website/Portal may contain links to third party websites. RISM Membership Portal is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk. You acknowledge and agree that RISM will not be held liable, directly or otherwise, or is in any way responsible of the content of the third party websites you access to since RISM does not review, control or examine the content of the third party websites.

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2. Further, RISM's linking to such third party websites or posting of materials or advertising of such third party websites is not an endorsement of or representation concerning these third party websites, materials, products or services. All title, logo, trademark and intellectual property rights in the content of any third party websites is the property of the respective owner of such linked websites and may be protected by applicable copyright or other intellectual property laws or treaties. You are hereby advised to read the terms and conditions and any policy that governs the particular third party website.
3. RISM has the right and the sole discretion to add, change, decline or remove, without any notice, any feature or link to any of the linked sites from this Website/Portal. You may only link another website to this Website/Portal with RISM's prior permission. RISM's agreement to link with any other website should not be interpreted or represented to be an endorsement by RISM of any product, position, entity or organization.

10. Refund Policy

1. All refunds of link sites shall be based on the terms and conditions of the linked sites and RISM shall not be responsible for such refund.
2. All refund requests shall be on a case by case basis. Investigation will be made and the duration of the refund may vary for all approved refund requests.

11. User/Member/Contributors

Usage of certain products and services in this Website/Portal may require registration. In such case where registration is required, you are identified as a "User/Member/" upon the completion of the applicable registration process and you shall agree as follows:

1. You shall be responsible for the confidentiality of the User/Member account established for you, including the User/Member ID and password assigned to and/or created for the User/Member account.
2. You shall be responsible for all uses and the content of your User/Member account.
3. If you have registered as a business entity, you represent that: -you have the authority to bind the entity to the Terms and Conditions of this Website/Portal; -the address you use when registering is the principal place of business of such business entity; and -all other information submitted to the RISM and this Website/Portal during the registration process is true, accurate, current and complete.
4. RISM reserves its right to limit the access, suspend or terminate a User/ Member's account at any time.
5. You as a User/Member/ may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer a User/Member account, ID or password to a third party without the prior written consent of RISM. RISM may suspend or terminate the account of a User/Member/ or the transferee of a User/Member/ in the event of a sale, offer to sell, gift, assignment or transfer in violation of this section.
6. RISM also reserves the right to refuse registration and deny the issuance of an account and/or any other related account and associated User/Member ID and password to any User/Member for any reason.
7. By submitting any idea, suggestion, feedback, comment, proposal, materials, information and/or document ("Contributions") through this Website/Portal, you

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acknowledge and agree that: -The Contributions do not contain any confidential or proprietary information and RISM is not under any confidentiality obligation, express or implied, with respect to the Contributions; and The Contributions automatically become the property of RISM without any obligation of RISM to you, unless provided otherwise by the law. -No sales agency relationship is created between you and RISM, our affiliates, directors, officers, agents or employees by virtue of RISM's display of any of your information on this Website/Portal or its relevant micro-site.

8. You hereby represent, warrant and agree to: -provide RISM with true, accurate, current and complete information to be displayed on this Website/Portal and/or the relevant micro-site; and -maintain and promptly amend all information to keep it true, accurate, current and complete.
9. You hereby represent, warrant and agree that you have obtained all necessary third party copyright, trademark, trade secrets or patent licenses and permissions, or such other licenses or permissions as may be required in connection with any other personal or proprietary rights of any third party, for any material or information you posts on this Website/Portal and/or the relevant micro-site or provide to RISM or authorize RISM to display. Third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on this Website/Portal and/or the relevant micro-site, or affecting or relating to the products and services that are made available or displayed on this Website/Portal and/or the relevant micro-site, are hereafter referred to as "Third Party Rights." You hereby represent, warrant and agree that you shall be solely responsible for ensuring that any material or information that you post on this Website/Portal and/or the relevant micro-site or provide to RISM or authorize RISM to display does not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights.
10. You hereby represent, warrant and agree that information which you have submitted to RISM for display on this Website/Portal and/or the relevant micro-site shall be in accordance with the User/Member Conduct stated in this Terms and Conditions.
11. You hereby grant an irrevocable, perpetual, paid-up in full, worldwide and royalty-free, sub-licensable (through multiple tiers) license to RISM to display and use all information provided by you in accordance with this Terms and Conditions and to exercise the copyright, publicity, and database rights you have in such material or information, in any media now known or not currently known.
12. RISM reserves the right in its sole discretion to remove any material displayed on the relevant micro-site which it reasonably believes is unlawful, could subject RISM to liability, violates this Terms and Conditions or is otherwise found inappropriate in RISM's sole and absolute discretion. RISM reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. You agree that RISM shall have no liability to you, including no liability for consequential or any other damages, in the event RISM takes any of the actions mentioned in this section, and that you agree to bear the risk that RISM may take in connection with any such actions.

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12. Miscellaneous

1. RISM retains the right, at any time and without any notice or cause, to discontinue this Website/Portal and any services made available on and/or through this Website/Portal.
2. You acknowledge and agree that the laws of Malaysia shall govern the Terms and Conditions, and the courts of Malaysia shall have jurisdiction in connection to any claim and dispute involving RISM, its affiliates, directors, officers, employees, agents, successors or assignees. Users/Members who choose to access this Website/Portal from other locations other than Malaysia shall do so on their own initiative and are personally responsible to comply with all applicable local laws affecting or being applicable to the particular User/Member.
3. If any of the provisions of these Terms and Conditions are deemed to be illegal, void or unenforceable for any reason, then such offending provision shall be deemed to be severed from these Terms and Conditions and the remaining unaffected Terms and Conditions shall remain in full force and effect. Any failure by RISM to enforce any Term and Condition shall not be deemed to be a waiver of any right to enforce such Term and Condition in the future.