

ONEcharity – TERMS AND CONDITION

1. INTRODUCTION

We, ONEcharity of Yayasan Red One (Registration No.: 201801007837 (1269851-A)) with our registered office at T3-03-03 Menara 3 Lingkaran Maju (Maju Link), Jalan Lingkaran Tengah 2, Bandar Tasik Selatan, Kuala Lumpur, Wilayah Persekutuan (“ONEcharity”) is providing the ONEcharity mobile application to enable donations by donors (“the Service”). This website does NOT enable donations. The donor in the context of the Service refers to the individual who provides monetary contribution in the form of a donation to projects as displayed in the ONEcharity mobile app (“the Donor”). The projects in this context refers to charitable drives and / or altruistic initiatives as made available by ONEcharity to the general public.

These Terms and Condition govern your use of this ONEcharity Service and the website. The terms and conditions of the use of the ONEcharity App as operated by ONEcharity of Yayasan Red One is located within the ONEcharity App and shall come into effect when we accept your account registration with our ONEcharity App.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and Conditions together with our Privacy Policy (“Agreements”). You acknowledge that you have read and understood the Agreements and agree to be bound by them.

2. COMMUNICATIONS

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send.

However, you may opt out of receiving any, or all, of these communications from us by clicking “Unsubscribe” link in the email.

3. CONTESTS AND PROMOTIONS

Any contests or other promotions (“Promotions”) made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

4. CONTENT

5. PROHIBITED USES

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- a) In any way that violates any applicable national or international law or regulation;
- b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
- c) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity;

- d) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; and
- e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- (a) Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service;
- (b) Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service;
- (c) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent;
- (d) Use any device, software, or routine that interferes with the proper working of Service;
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service;
- (g) Attack Service via a denial-of-service attack or a distributed denial-of-service attack;
- (h) Take any action that may damage or falsify Company rating; and
- (i) Otherwise attempt to interfere with the proper working of Service.

6. ANALYTICS

We may use third-party Service Providers to monitor and analyze the use of our Service.

7. USE BY MINORS

Service is intended only for access and use by individual who has attained the age of eighteen years. By accessing or using Service, you warrant and represent that you are at least eighteen years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are a child or minor, you shall only use the ONEcharity App with the permission and consent of your parent or guardian.

8. INTELLECTUAL PROPERTY

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Yayasan Red One (Registration No.: 201801007837 (1269851-A)). Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Yayasan Red One (Registration No.: 201801007837 (1269851-A)).

10. ERROR REPORTING AND FEEDBACK

You may provide us either directly at contact.us@onecharity.org.my or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback.

11. LINKS TO OTHER WEB SITES

Our Service may contain links to third party web sites or services that are not owned or controlled by ONEcharity.

ONEcharity has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms of service and privacy policies of any third-party web sites or services that you visit.

12. DISCLAIMER OF WARRANTY

These services are provided by ONEcharity on an “as is” and “as available” basis. ONEcharity makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.

Neither ONEcharity nor any person associated with ONEcharity makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither ONEcharity nor anyone associated with ONEcharity represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

ONEcharity hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

13. LIMITATION OF LIABILITY

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys’ fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has

been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

14. TERMINATION

We may terminate or bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account on the ONEcharity App, you may simply discontinue using the Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Malaysia, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

16. CHANGES TO SERVICE

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

17. AMENDMENTS TO TERMS

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

18. WAIVER AND SEVERABILITY

No waiver by ONEcharity of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

19. PERSONAL INFORMATION

By signing to our ONEcharity App, you have given us your consent to use your personal information for lawful purposes, including but not limited to, providing assistance to law enforcement or other government agencies, to our research companies, for joint promotional activities, for managing bad debt and preventing fraud. You also authorise us to share our customer database with our related and associated companies, corporate shareholders, third parties and/or relevant authorities for the provision of integrated or related services whenever we are legally compelled to do as such, ONEcharity marketing programmes, and/or towards the detection and prevention of crime in the manner specified in our privacy policy as amended from time to time.

20. MATTERS BEYOND OUR CONTROL (FORCE MAJEURE)

We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, a pandemic, war, national emergency, accident, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of our network or the networks of other service providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases. The Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any inability to use or access the Services, interruption or disruption of the Services.

21. ACKNOWLEDGEMENT

By using service or other services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.

22. CONTACT US

Please send your feedback, comments, requests for technical support by email: contact.us@onecharity.org.my