

OTAK TERMS OF USE

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WEBSITE TERMS OF USE

By visiting and continuing to access our website, you agree to be bound by these Terms of Use ("Terms"). Please ensure that you read these Terms carefully before continuing to www.otak.my (the "Service") operated by Green Energy & Carbon Management Sdn Bhd ("GECM") (Company No. 201301008093 (1037934-H)).

ACCURACY OF INFORMATION

1. You warrant that any information you provide on or to this Service is accurate to the best of your abilities.

ACCEPTANCE OF PRIVACY POLICY

2. Your use or access of the Service is conditional upon your acceptance of the OTAK **Privacy Policy**. Further use, including any subscriptions or usage of the Service shall be subject to the OTAK Tutor Terms and Conditions and the OTAK Client Terms and Conditions (which with the Privacy Policy and these Terms shall be referred to as the "**Agreement**").

RESTRICTIONS

- 3. You agree not to resell the Service, whether partially or in its entirety, whether for profit or otherwise, or for any other reason whatsoever.
- 4. You also agree not to steal, or copy the Service, whether partially or in its entirety, whether for profit or otherwise, or for any other reason whatsoever.
- 5. You agree not to authorise anyone to authorise any such reselling, theft, or copying of the Service.
- 6. The Service may only be accessed in the manner set out in these Terms.
- 7. You agree that allowing any other person to access the Service using your account details constitutes a breach of these Terms and Conditions and may result in legal action being taken against you by GECM.
- 8. You will not use the Service or any related services to promote any activities, literature, propaganda, or any other materials that may be considered illegal, racist, sexist, discriminatory on the basis of gender, sexual orientation, or sexual proclivities, or to incite people to violence or unrest.



- 9. You agree that you will not share or disseminate any materials that may be considered illegal, indecent, against public morality, or pornographic.
- 10. You agree that you will not, in the course of your access and use of the Service engage in, cause, or assist in;
 - a) causing harm to another person;
 - b) the harassment of another person;
 - c) the violation of any laws;
 - d) any fraudulent conduct; and
 - e) any extortion, scamming, or bringing other harm to any other person.
- 11. You also agree that you will not solicit and make every effort to prevent the solicitation of minors to commit or to engage in any acts that maybe considered to be in any way sexual.

GECM LIABILITIES

- 12. GECM does not guarantee that accessing the Service from or on your device is safe or in any other way risk-free, and you understand that GECM bears no responsibility for any damage to your device resulting from your use or access of the Service.
- 13. Similarly, despite GECM's best efforts, GECM cannot guarantee the safety and security of any personal or confidential information which may be lost or damaged (whether as a result of digital security or hacking, or otherwise) as a result of your access or use of the Service.
- 14. You agree that you will indemnify GECM against any such loss or damage to your device, or personal information resulting from your access to, or use of the Service.

INTELLECTUAL PROPERTIES

15. You acknowledge that all the intellectual property rights in the Service and the underlying technology, and all content on the Service are owned by GECM, or a licensor of GECM. All rights not expressly licensed are reserved. You agree not to reproduce (except as specifically allowed by GECM), reverse engineer, modify, or create derivative works based on, the Service.



ACCEPTANCE OF TERMS

- 16. In the event you do not agree to any or all of the terms above, kindly exit the Service.
- 17. By continuing to use or access the Service, you explicitly agree to being bound by these Terms.

LAWS

18. These Terms are to be governed by the Laws of Malaysia.