

## TERMS OF USE

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO, AND USE OF THE <http://www.elawyer.com.my/> SITE (HEREINAFTER SHALL BE CALLED 'ELAWYER SITE') AND SERVICES MANAGED, CONTROLLED AND PROVIDED BY ELAWYER. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS ("THIS AGREEMENT") CAREFULLY BEFORE YOU (HEREINAFTER SHALL BE CALLED "USER") USE, ACCESS AND/OR SIGN UP FOR THE ELAWYER SITE. BY USING THIS ELAWYER SITE, YOU ARE DEEMED TO HAVE ACCEPTED, AS WELL AS ACKNOWLEDGING AND AGREEING TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREOF FOR THE USE OF THE ELAWYER SITE.

WITHOUT PREJUDICE TO THE USER'S RIGHTS UNDER ANY APPLICABLE LAW, ELAWYER RESERVES THE RIGHT TO AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME. IF ELAWYER CHANGES THESE TERMS AND CONDITIONS, AN UPDATED VERSION WILL BE PUBLISHED AT THE ELAWYER SITE AND ELAWYER MAY NOTIFY THE USER OF SUCH CHANGES IN SUCH MANNER AS IT DEEMS NECESSARY AND APPROPRIATE. BY CONTINUING TO ACCESS AND/OR USE THE ELAWYER SITE, THE USER ACKNOWLEDGES THAT HE HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THE CURRENT VERSION OF THE TERMS AND CONDITIONS (AS OF 27 OCTOBER 2018).

### 1. DEFINITION

- 1.1 In this Agreement, words importing the singular shall include the plural and vice versa and words importing any particular gender shall include the other genders.
- 1.2 Any reference to "eLawyer" also includes its affiliates, directors, employees, agents and representatives.

### 2. ELAWYER'S RELATIONSHIP WITH USER

- 2.1 The eLawyer Site is a portal which provides various services to potential lawyers, law graduates, lawyers, law firms, corporations and the members of public, including but not limited to the following:-
  - 2.1.1 assisting law graduates, potential lawyers, lawyers and legal secretaries to look for law related jobs (both private practice and in-house positions);
  - 2.1.2 assisting law firms and corporations to hire legal talents;
  - 2.1.3 providing a platform for law firms and corporations to advertise for legal positions;
  - 2.1.4 act as a source for reports and articles on the latest updates, issues, trends or changes in the legal field both locally and internationally;

(hereinafter the above-stated services shall be collectively referred to as "Service" while the contents/information provided within the Service shall be referred to as "Content").

### 3. USE OF THE SERVICE AND CONTENT

- 3.1 The User is allowed to access, view and/or use the Content in accordance with the provisions and clauses herein. With the exception of a User which is a law firm or a corporation, the User

hereby agrees that he will only access, view and/or use the Content for his own private and domestic use only.

3.2 The User shall not interfere with the use of the Service and Content by other users or to dispense and/or post and/or include any material or information in the eLawyer Site which is inaccurate, a misrepresentation, offensive or which may be in breach of the law.

3.3 The User acknowledges that the way and manner in which he accesses, operates and/or uses the Content or part thereof, including but not limited to the decision to allow his personal data, including name and phone number to be accessible by 3<sup>rd</sup> parties via the eLawyer Site is dependent solely on the exercise of his own free will, choice, and judgement.

#### **4. USER'S OBLIGATIONS**

4.1 The User agrees and undertakes to satisfy the following:

(a) to permit eLawyer to perform maintenance, tests, experiments and to implement necessary security or other measures relating to the User's usage of the Service;

(b) to ensure that the eLawyer Content is accessed, viewed and/or used in strict compliance with the provisions of clauses 3.1 and 3.2 above. In the event of such action or attempted action which violates the said clauses 3.1 and 3.2, this Agreement will be automatically terminated and the User's right to use the eLawyer Site Services will be revoked immediately;

(c) to ensure that details of the User's eLawyer Site account information such as password and email or ID is stored securely and not disclosed to a third party. In the event the User is aware of any potential misuse of the User's information, he shall notify eLawyer immediately via the contact details provided herein. eLawyer shall not be liable for any transactions which are effected by a fraudulent party who misused the User's password or email or ID. eLawyer shall also not be liable for any event and/or circumstances whether directly or indirectly affecting and resulting in losses or damage to the User which is not within eLawyer's control; and

(d) to ensure that the eLawyer Site is not used to design, create, develop or test other products or services without the express permission of eLawyer.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 The copyright in all materials as found in the Content is respectively owned by the various authors and makers, or by eLawyer.

5.2 The graphic, literary and artistic works, layout designs, look and feel of the webpage published in the eLawyer Site are the sole intellectual property of eLawyer.

5.3 The User acknowledges that his permission to use any copyrighted works found in the Content is limited to the rights expressly stated in this Agreement.

5.4 The User agrees to keep confidential any information imparted or supplied to him or his staff or officers by eLawyer which is confidential in nature whether or not it is expressly designated

as 'confidential'. This obligation to keep the information confidential shall survive even after the termination of this Agreement.

## **6. ELAWYER'S PRIVACY POLICY**

6.1 The User hereby acknowledges that he has read, understood and accepted eLawyer's Privacy Policy as kept at its web site at 27 October 2018.

## **7. RIGHTS RESERVED BY ELAWYER**

7.1 eLawyer shall be entitled at its sole discretion to revise the Service and Content at any time and will use reasonable endeavours to notify the User of such revisions.

## **8. USER'S REPRESENTATION AND WARRANTIES**

8.1 By accepting the terms herein, the User represents, warrants, covenants and undertakes with eLawyer that:

- (a) he is eighteen (18) years of age or above;
- (b) the information provided by the User to eLawyer whether orally or in writing is accurate, complete, truthful and up-to-date. The User shall notify eLawyer immediately by updating his details in his account in the eLawyer Site should there be any changes in his information;
- (c) the User is able to create a binding legal obligation;
- (d) the User is not barred from receiving any relevant products or services under applicable law;
- (e) the User's use of the eLawyer Site will at all times comply with the Terms and Conditions herein;
- (f) with the exception of a User which is a law firm or corporation, the Content will be used solely for private and domestic use only. The User will not record, copy, cache, or reproduce or in any other ways cause the reproduction of the Content or any part thereof other than solely for the purpose of domestic and private use as permitted by the Copyright Act 1987 (as amended or replaced from time to time);
- (g) the User will immediately notify eLawyer of any change in the information stated and any other information provided or communication made to eLawyer, including but not limited to information or communication in connection with the discovery of any theft, piracy or other unauthorized usage of the Content or Service or any fraud against eLawyer; and
- (h) the User shall not do anything in the course of his use of the eLawyer Site which is in violation of the law or which may be detrimental to eLawyer's interest including the goodwill and reputation of eLawyer or the provision of eLawyer's Service and Content.

## **9. ADDITIONAL TERMS FOR USERS (PLACEMENT OF ADVERTISEMENTS)**

9.1 In this clause 9 and its sub-clauses, User shall refer to the category of users who are law firms or corporations engaging eLawyer's service to place job advertisements in the eLawyer Site. For the avoidance of doubt, the terms in Clause 9 and its sub-clauses shall apply as a supplement to the terms contained in this Agreement.

9.2 The User hereby undertakes and agrees that it shall be bound by the following terms in relation to the placement of any job advertisements in the eLawyer Site:-

- (a) that the information or job description provided by the User for the job advertisement shall not violate any law or is in any way will be prejudicial or detrimental to eLawyer's interests including the goodwill and reputation of eLawyer or the provision of eLawyer's Service and Content;
- (b) that there shall be no refund given, whether partially or otherwise by eLawyer to the User for any sums that has been paid by the User for the purpose of the placement of job advertisements in the eLawyer Site:-
- (c) that information or access towards information granted by eLawyer to the User shall only be for the User's own use and shall not be transmitted, forwarded or shared with any third party without eLawyer's consent;
- (d) that the login information of the User's account with eLawyer shall only be shared with the employees of the User and not other third parties;
- (e) that eLawyer reserves the right to terminate the User's access to their account with eLawyer in the event of any breach of the terms in this Agreement. Under such circumstances, the User is still bound to pay all sums due to eLawyer within 14 days from the date of termination; and
- (f) that upon the termination of the User's account in the eLawyer Site, whether by eLawyer or the User, all information contained in the User's account shall be deleted and/or removed by eLawyer subject to eLawyer's discretion.

## **10. SUSPENSION AND TERMINATION**

10.1 eLawyer shall have the right, in its sole discretion and without notice, to suspend or terminate the User's access to the Service and Content if the User breaches any of the representations and warranties referred to above or any other term of the Terms and Conditions herein.

## **11. DISCLAIMER**

11.1 eLawyer does not guarantee nor provide any warranties whatsoever that the eLawyer Site, any of its Content or any links to any third party websites accessed by the User through the eLawyer Site will not be offensive, obscene, upsetting, seditious or defamatory to the User. The User shall exercise discretion when using the eLawyer Site at all times and eLawyer shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the eLawyer Site including any links to third party websites.

11.2 eLawyer does not warrant that the eLawyer Site will be uninterrupted, secure, virus free or error-free. It does not warrant that it will prevent unauthorised access by third parties. Further, eLawyer does not authorise anyone to make a warranty of any kind on its behalf and the User should not rely on anyone making such statements.

11.3 eLawyer further does not make any warranty as to the results that may be obtained from the use of the eLawyer Site or the accuracy, completeness or reliability of the Content on the

eLawyer Site including without limitation, (1) job advertisements, products or other services or (2) descriptions of job advertisements, products or other services, including those provided by third party websites.

- 11.4 The User understands and agrees that eLawyer is providing the eLawyer Site to the User on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose in relation to the Content or Service or other information contained in the eLawyer Site or the job advertisements, products or services available through the eLawyer Site. In no event shall eLawyer be liable to the User for any direct, indirect, consequential or special damages whatsoever suffered by the User or any other party relating in any way to the use of the eLawyer Site by the User or pursuant to any activities contemplated under this Agreement.

## **12. INDEMNITY**

- 12.1 Notwithstanding anything to the contrary, the User shall defend, indemnify and hold eLawyer safe and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable legal fees (hereinafter shall be referred to as "the Claims"), arising out of or resulting from its breach of the Terms and Conditions or the intentionally wrongful or negligent acts or omissions on the part of the User, in the performance of or failure to perform his obligations herein or in relation to the User's use of the eLawyer Site whether directly or indirectly.
- 12.2 The User further agrees to defend, indemnify and hold eLawyer safe and harmless from and against all claims and expenses including without limitation, arising in connection with any job advertisements or products or services in the eLawyer Site. The User acknowledges and agrees that he is solely responsible for his interactions with any 3<sup>rd</sup> parties and other Users on the eLawyer Site. To the extent permitted under applicable laws, the User hereby release eLawyer from any and all claims or liability related to any products or services available under the eLawyer Site.
- 12.3 The User shall be responsible for and shall accordingly fully indemnify eLawyer in respect of any breach or threatened breach of any intellectual property rights under Clauses 5.1, 5.2 and 5.3 and/or confidentiality obligations under Clause 5.4 herein and undertakes to take any and all such action as eLawyer may reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the User's costs.

## **13. FORCE MAJEURE**

- 13.1 Neither party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## **14. ASSIGNMENT**

- 14.1 The User does not have the right to assign or transfer any part of the User's rights or obligations under the Agreement to any other party without the prior written consent of

eLawyer. eLawyer may assign the whole or part of the rights in the Agreement to any third party without the User's consent.

**15. GOVERNING LAW AND JURISDICTION**

15.1 This Agreement is governed by the laws of Malaysia and the courts in Malaysia shall have exclusive jurisdiction.