

USAHAWAN SOCIAL BIZ
GENERAL TERMS AND CONDITIONS



IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CAREFULLY. THIS IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND MEDIA PRIMA OMNIA SDN. BHD., ESTABLISHING THE TERMS AND CONDITIONS AS A MEMBER OF USAHAWAN SOCIAL BIZ. BY SIGNING UP AS A MEMBER OF USB, YOU HEREBY CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS HEREIN.

1. Usahawan Social Biz (“USB”) is a brand and platform owned, managed and maintained by Media Prima Omnia Sdn. Bhd. (Company Registration No. 199701021126 (436623 M)) (collectively, “Company”, “USB”, “we” or “us”) that aims to serve as a business centre for its members amongst the small and medium-sized enterprises (“SMEs”) and other industry players besides providing business solutions, empowerment and development to its members by engaging media experts, digital oracles, service providers and business gurus to help industry and networking growth.
2. To be eligible to enjoy the full benefits that USB offers, the SMEs and other industry players must register as a member of USB at <http://www.omniausb.com.my> and pay the annual membership fee of **Ringgit Malaysia Two Hundred and Seventy (RM270.00)** or any other fee as applicable and determined by the Company at its sole and absolute discretion which shall be notified by the Company from time to time (collectively, “**Membership Fee**”). The Membership Fee shall be subject to six percent (6%) Sales and Service Tax (“SST”) and all other prevailing statutory taxes, charges and or costs as may be in force and any new taxes that may be introduced at any point of time in accordance with the Malaysian laws and regulations.
3. Only SMEs and other industry players categorised as a “Small & Medium Enterprise” are eligible to register as a member of USB. For the avoidance of doubt, the Company may from time to time advise and specify other membership criteria and eligibility requirements. By signing up as a member, each member hereby represents and warrants that it is duly incorporated and/or registered, and validly existing under the laws of Malaysia, and it has the relevant authority or license to participate in USB.
4. Only upon the payment of the Membership Fee and upon confirmation by the Company, the registration as a member of USB is deemed to be complete and successful. Any technical failure or malfunction or any other problem with any server, system, network or mobile operator or service provider which may result in any registration not being properly logged or not recorded, will not fall under the responsibility of the Company.
5. The first one thousand (1000) successful registrations as a member of USB are entitled to receive a complimentary media promotion value worth up to **Ringgit Malaysia Fourteen Thousand and One Hundred (RM14,100)** (“**Complimentary Media Promotion**”) where the media promotion value will be distributed across the relevant media platforms (such as print and/or digital platforms) (collectively, “**Media Platforms**”) of the Company, Media Prima Berhad (Company Registration No. 200001030368 (532975-A)) and/or its group of companies (“MPB Group”).
6. The Complimentary Media Promotion is not transferable, exchangeable and/or redeemable for cash or any other goods or kind. It must be taken as offered and the validity of the Complimentary Media Promotion value will be for a period of six (6) months from the membership sign-up date or any other period as determined by the Company.
7. For the purposes of the Complimentary Media Promotion, the Company and/or MPB Group has the sole discretion to decide on and/or change the applicability of the Complimentary Media Promotion on the Media Platforms at any time without any prior notice to the member.
8. By registering as a member, each member grants its consent to the Company to publish and use their names, relevant information and images submitted to the Company for advertising, marketing, publicity and/or any other relevant purposes, without any prior notice nor compensation to the member. The member shall not be entitled to claim ownership or other forms of compensation on such materials.
9. The Company and MPB Group shall not be responsible for any misrepresentation of facts, damage, injuries or loss resulting from the membership and further shall not be liable, whether direct or consequential, for any loss or damages or whatsoever suffered by the member resulting from their membership and/or participation in USB programmes or as a result of any act or omission on the part of the Company.



10. In respect of the "Personal Data" [i.e. having the meaning ascribed under the Personal Data Protection Act 2010 ("PDPA") and any subsidiary legislation made under the PDPA and also any legislation replacing the PDPA] of any representatives or personnel of the members, the members (a) shall comply with their respective obligations as the Data User and the Data Processor as required under PDPA and all applicable laws and regulations in connection with such Personal Data, (b) shall ensure that they have read and understood the Media Prima Berhad Personal Data Protection Notice ("MPB PDP Notice") which is accessible at <http://www.mediaprima.com.my/pdpa> and (c) hereby consented to the processing of such Personal Data by the Company and MPB Group in accordance with the terms contained in the said MPB PDP Notice.
11. The name, information, username, email address and any other personal details of each member will be handled by the Company in accordance with the PDPA.
12. The members shall comply with all applicable laws in relation to anti-bribery, anti-corruption and anti-money laundering in Malaysia, including but not limited to, the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Act 2001 (Act 613), the Malaysian Anti-Corruption Commission (MACC) Act 2009 (Act 694) and any amendments thereof.
13. Each member hereby warrants and undertakes that neither the member nor anyone in connection with the member shall, in connection with or in relation to these Terms and Conditions or any other agreement, contract or arrangement (orally or in writing) with the Company directly or indirectly, accept from or agree to accept from or give to any person any gratuity for the benefit of or at the direction or request of any officer or employee of the Company.
14. Each member further warrants and undertakes that the member and/or anyone connected to the member shall at all times throughout the membership period act in accordance with and adhere to the Anti-Corruption Policy of the MPB Group which is available on Media Prima Berhad's website (www.mediaprima.com.my/gacp).
15. The successful registration as a member of USB shall not create, or be deemed to create, a partnership, or the relationship of principal and agent, between the Company and the member.
16. The proper law of these Terms and Conditions is the laws of Malaysia and shall for all purposes be governed by, construed, enforced and performed in accordance therewith.
17. The Company reserves the right to amend, vary and modify these Terms and Conditions stipulated herein. By registering as a member, each member will be deemed to have accepted and agreed to abide by these Terms and Conditions.
18. The Company shall not refund any costs/expenses/charges incurred by any member in the course of registration (if any).
19. Time wherever mentioned shall be of the essence of these Terms and Conditions.
20. Notwithstanding the foregoing, the following event (which is not exhaustive) will entitle the Company to limit any member's activity under its account, suspend any member's account temporarily, terminate any member's account and/or prohibit access to any member's account, USB's website and/or the features, functions or services, without liability for compensation and/or damages whatsoever:
 - (a) Breach of any of these Terms of Use and/or other terms and conditions related thereto by such member;
 - (b) Any wrong, inaccurate, incomplete or false information provided to us by such member;
 - (c) Performance of any fraudulent activities by such member or by any third parties under such member's account;
 - (d) Such member's actions or activities invade the privacy of other parties; and/or
 - (e) Usage of other person's bank account(s) without such person's prior consent or permission first had and obtained.

[END OF GENERAL TERMS AND CONDITIONS]