

YOUNG FILMMAKER WEBSITE USE & ACCESS AGREEMENT

The Young FilmMaker Website is hosted by Yayasan Telekom Malaysia (“Yayasan TM”) in collaboration with Strada Films Sdn Bhd (together hereinafter be referred as the “Organizer”) for Short Film Competition Young FilmMaker 2021 and Digital Learning platform.

The use of Young FilmMaker Website is subject to the terms and conditions (“T&C”) provided herein.

By accessing and using Young FilmMaker Website you agree to be bound by this T&C and any modifications and amendments, which may be posted on Young FilmMaker Website www.youngfilmmaker.com.my from time to time.

1. ACCEPTANCE OF TERMS – GENERAL

- 1.1 You agree that the Organizer may modify and amend this T&C at any time without notice. Unless explicitly stated otherwise, any new service / initiative introduced by Young FilmMaker, shall be subject to this T&C. All such notices are hereby incorporated by reference into the T&C. You are responsible for regularly reviewing Young FilmMaker’s T&C posted on Young FilmMaker Website. By continuing to Young FilmMaker Website, you are deemed to have agreed to be bound by any modifications and amendments to this T&C.
- 1.2 You can access Young FilmMaker Website home page and browse the Website without disclosing your personal data. The service and links of the Young FilmMaker Website may include links to third party websites and are subject to Section 7 herein.
- 1.3 Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your data and it’s use as set out in this T&C. By submitting your information you consent to these transfers.
- 1.4 “You” shall mean any user of Young FilmMaker Website.
- 1.5 “Young FilmMaker” shall mean the website that being administered by the Organizer.
- 1.6 “Young FilmMaker Service” shall mean the competitions, digital contents and products provided and made available to you by the Organizer.

2. USE AND SECURITY

- 2.1 Information on Young FilmMaker Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Young FilmMaker may also make improvements

and/or changes to Young FilmMaker Website and to the fees and rates for Young FilmMaker Services, at any time without notice.

- 2.2 Young FilmMaker Website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access Young FilmMaker Website and assume all risk associated therewith.
- 2.3 Young FilmMaker Website may not be available to be accessed from all regions and countries of the world. Young FilmMaker reserves the right, in its sole discretion, to limit or terminate your ability to access Young FilmMaker Website from certain regions or countries, and you assume all risk associated with the accessibility of Young FilmMaker Service on Young FilmMaker Website from any given region or country of the world.
- 2.4 Young FilmMaker reserves the right to limit or prohibit your entry into its website in its sole discretion and shall not be liable for such limitation or prohibition.

3. YOUR CONDUCT

- 3.1 You agree to use Young FilmMaker Website only for lawful purposes and in accordance with this T&C.
- 3.2 You agree to notify the Organizer immediately of any unauthorised use or any other breach of security at the end of each session. Young FilmMaker cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 3.3 You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through Young FilmMaker Service. Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding online communication in the country in which you reside.
- 3.4 You may not use Young FilmMaker Website in any manner that could damage, disable, overburden, or impair the Young FilmMaker Website (or the network(s) connected to Young FilmMaker Service) or interfere with any other party's use and enjoyment of Young FilmMaker Service. You may not attempt to gain unauthorised access to the Young FilmMaker Website, computer systems or networks connected to Young FilmMaker Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through Young FilmMaker Website.

4. TERMINATION/ACCESS RESTRICTION

- 4.1 Without limiting anything herein contained, the Organizer reserves the right to terminate Young FilmMaker Website at any time without notice and for any reason.
- 4.2 In addition to any termination rights Young FilmMaker may have under this T&C, the Organizer may terminate your access to Young FilmMaker Website without notice and in its own discretion in the occurrence of the following:
- You materially violate this T&C or any notice posted from time to time on the Young FilmMaker Website, any applicable law, rule or regulation relating to the use of the Young FilmMaker Service; or
 - Any law, regulation, or governmental action renders all or any portion of the Young FilmMaker Website (or your use of the Young FilmMaker Service) unlawful or impracticable; or
 - Your use of Young FilmMaker Website impairs or threatens to impair the integrity or functionality of Young FilmMaker network in any manner; or
 - If Young FilmMaker believes that you have violated or acted inconsistently with the intention or spirit of this T&C.
- 4.3 You agree that Young FilmMaker shall not be liable to you or any third-party for any termination of your access to the Young FilmMaker Website or your Young FilmMaker Account.

5. DISCLAIMER & LIMITATION OF LIABILITY

- 5.1 The Organizer makes no warranty that Young FilmMaker Website will meet your requirement or that Young FilmMaker Website will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through Young FilmMaker Website are true, accurate, or are free of viruses or other harmful components.
- 5.2 You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to Young FilmMaker Website for the reconstruction of any lost data. All use of Young FilmMaker Website is at your own risk and you are solely responsible for all damages resulting therefrom.
- 5.3 Young FilmMaker Website is not intended for "mission critical" circumstances and is provided on an "as is," where is" and "as available" basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non-infringement or implied warranties of merchantability or fitness for a particular purpose.
- 5.4 To the maximum extent permitted by applicable law, the Organizer disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to Young FilmMaker Website and transactions

performed through the service or on the Internet generally. The Organizer makes no representations or warranties as to the quality of the call or any connection to or any transmission over the Internet.

- 5.5 To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to negligence, shall the Organizer be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if the Organizer has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use Young FilmMaker Website, any changes to Young FilmMaker Website and unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through Young FilmMaker Website or arising in connection with the fraudulent or unlawful acts of any third party.
- 5.6 You specifically agree that Young FilmMaker is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 5.7 If you are dissatisfied with Young FilmMaker Website, the materials available on or through the Young FilmMaker Service, Website or with the provisions of this T&C, you agree that your sole and exclusive remedy is to discontinue using Young FilmMaker Website or any of Young FilmMaker's other products and services.
- 5.8 The Organizer will take reasonable measures to maintain the privacy and security of all private information provided by you to Young FilmMaker Website, but third parties (such as hackers) may breach or attempt to breach Young FilmMaker Website's security measures or may gain unauthorized access to Young FilmMaker Website database or other equipment containing your information. You agree that the Organizer shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of Young FilmMaker Website or any other company equipment or user information.

6. INDEMNITY

- 6.1 You agree to indemnify, defend and hold the Organizer, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to Young FilmMaker Service and Website harmless from and against all losses, expenses, damages and costs, including legal fees, resulting from any violation by you of this T&C or asserted by any third party due to or arising out of your use of or conduct on Young FilmMaker Website.

7. LINKS TO THIRD PARTY SITES

- 7.1 Young FilmMaker Website may contain links to third party websites ("Linked Websites") and include advertisements. You agree that Linked Websites and advertisements are necessary for the Organizer to provide Young FilmMaker Service. Such links and advertisements are provided to you only as a convenience. The Organizer shall not be responsible if the Linked Website is not working appropriately. The Organizer has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or advertisement, including without limitation any link contained in a Linked Website and does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.
- 7.2 Any dealings with third parties (including advertisers and content provider) over the Linked Websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that Young FilmMaker 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 website or resource. The purchase of any product or service from a merchant from a Linked Website is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant. Young FilmMaker has no responsibility or liability for any merchant or your relationship with such merchant.

8. DISCLOSURE AND CONFIDENTIALITY

- 8.1 The Organizer reserves the right to disclose any personal information about you or your usage of the Young FilmMaker Service without your prior permission if the Organizer in good faith, believes that such action is necessary to:
- (1) conform to legal requirements or comply with legal process;
 - (2) protect and defend the rights or property of the Organizer or its holding or affiliated company;
 - (3) enforce this T&C; or
 - (4) act to protect the interests of its members or others.
- 8.2 Any non-personal information or material sent to Young FilmMaker Website by you will generally NOT be treated as confidential.

9. PROPRIETARY RIGHTS COPYRIGHT

- 9.1 Young FilmMaker Website, all images, text, graphics, logos, sound, programs and any other material ("Content") found on Young FilmMaker Website are protected by trademark, copyright, or other intellectual property laws and international treaties. Any commercial use of Young FilmMaker Website and Content found on Young FilmMaker Website is strictly prohibited, without the Organizer's express and prior written consent. Any reproduction or redistribution of Young FilmMaker Service, and Content found on Young FilmMaker Website, not in accordance with the T&C herein is expressly prohibited by law, and may result in severe civil and criminal penalties.
- 9.2 Elements of Young FilmMaker Website, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
- 9.3 No logo, graphic, sound or image from this Website may be copied or retransmitted unless expressly permitted by the Organizer.
- 9.4 The Organizer respects the trademark, copyrighted materials or any intellectual property (hereby collectively referred as "Intellectual Property") of others. Should you have a reason to believe that your Intellectual Property has been used by the Organizer in a way that constitutes an infringement, and/or that your Intellectual Property rights have been otherwise violated (hereby referred as "Infringing Materials), please notify the Organizer via an electronic mail at admin@YoungFilmMaker.com.my (hereby referred as "Notice") and upon obtainment of such, the Organizer shall remove and/or disable the access to the Infringing Materials within forty-eight (48) hours from the time of receipt of the following information:-
- (a) an electronic and/or physical signature of the proprietor, owner, authorized agent and/or evidence indicating the proprietorship or ownership of the Intellectual Property;
 - (b) a clear and brief description of the Infringing Materials and the Uniform Resource Locator ("URL"), with adequate details that make it able for YOUNG FILMMAKER to locate the whereabouts of the Infringing Materials;
 - (c) a written undertaking that you have a bona fide (good faith) belief that the use by Young FilmMaker is with no authorization under the law, by the proprietor, owner or authorized agent of the Intellectual Property and the information provided herein is accurate and that you are the proprietor, owner or authorized agent of the Intellectual Property.

10. GRANT OF LICENSE AND RESTRICTIONS

- 10.1 You acknowledge and agree that Young FilmMaker Website and any necessary software used in connection with Young FilmMaker Website ("the Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The Organizer

reserves all rights in the not expressly granted herein, including without limitation ownership and proprietary rights.

- 10.2 The Software is made available for downloading solely for use by you for your individual, non-transferable, non-exclusive and non-commercial use, use in connection with Young FilmMaker Service. The Software is made available solely for use by you in accordance with the terms of this T&C and the terms of any end user license agreement ("License Agreement") which accompanies or is included with the Software. You may not install or use any part of the Software unless you first agree to the terms of this T&C and any License Agreement.
- 10.3 You may not copy the Software to any other server or location for further reproduction or redistribution. You may not reverse engineer, decompile, disassemble or modify the Software, except insofar as such restriction is prohibited by law.
- 10.4 Any reproduction or redistribution of the Software not in accordance with this T&C and any License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.
- 10.5 Without limiting the provisions of Section 5 above, the Software is provided "as is," and the Organizer hereby disclaims all warranties and conditions with regard to the Software, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

11. TRADEMARKS AND THIRD PARTY MATERIALS

The Organizer reserves all rights in its corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively "Marks") and nothing in this T&C grants you the license to use such Marks. Additionally, other marks which appear on this site may be marks of third parties that are not affiliated with the Organizer. The Organizer does not control or endorse the content of third party websites.

12. GENERAL

- 12.1 This T&C are governed by the laws of Malaysia. Any dispute between you and the Organizer regarding this T&C will be subject to the exclusive jurisdiction of the Malaysian courts. You agree that Young FilmMaker Website shall, for the purpose of determining jurisdiction and applicable law, be deemed to have originated and been provided by the Organizer in and from Malaysia.
- 12.2 This T&C contain the entire understanding between the parties hereto with respect to Young FilmMaker Website, and supersedes all previous oral or written agreements or understandings between you and the Organizer, and no advice or information, whether oral or written, obtained by you from this Website (whether before or after the date you accept this T&C) shall create

any obligation or warranty on the part of Young FilmMaker not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by the Organizer, third party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this T&C.

- 12.3 The Organizer's performance of this T&C is subject to existing laws and legal process, and nothing contained in this T&C is in derogation of the Organizer's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of Young FilmMaker Website or information provided to or gathered by the Organizer with respect to such use.
- 12.4 If any provision of this T&C is held invalid, the remainder of this T&C will continue in full force and effect, and if any provision(s) of the T&C is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. This T&C shall not be construed against any party as the principal draftsman hereof. A printed version of this T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.
- 12.5 The Organizer's failure to insist upon or enforce strict performance of any provision of this T&C shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by the Organizer in writing.

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