

TERMS OF USE

Terms of Use

Last Updated 29 April 2024

Welcome to Quorum! We're excited for you to use our platform. Here's an agreement for some light reading. Please read these Terms of Use carefully because they contain important information about your legal rights, remedies, and obligations. Isn't that what we all live for? We recommend that you print a copy of these Terms for your records and reading pleasure.

We, Quorum Social Sdn. Bhd., a company incorporated pursuant to the Malaysian Companies Act 2016 ("Company"/"we"/"us"/"our"), operate the website <https://thequorumsocial.com/> (the "Site"), the mobile applications Quorum (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Terms")(collectively, "Quorum Services").

By accessing or using Quorum Services, you are agreeing to the terms and conditions of these Terms (which incorporate and include our Privacy Policy and all other terms, policies, and agreements referenced throughout these Terms), without modification, and entering into a binding contract with us that governs Quorum Services and your use of Quorum Services. If you disagree with (or cannot comply with) any part of the Terms, then you are expressly prohibited from using or accessing Quorum Services and you must immediately discontinue your use of Quorum Services. Seriously, do not use Quorum Services if you do not agree.

You agree that by accessing Quorum Services, you have read, understood, and agreed to be bound by all these Terms.

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The Information provided when using Quorum Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access Quorum Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1. Intellectual Property Rights

- 1.1 Quorum is a platform offering tools and solutions for organizing, planning, managing and scheduling events (“Quorum”) owned and operated by Quorum Social Sdn. Bhd., a company incorporated pursuant to the Malaysian Companies Act 2016.
- 1.2 Unless otherwise indicated, all materials including all source code, databases, functionality, software, website designs, audio, video, text, images, illustrations, photographs, and graphics, or other materials that appear as part of Quorum Services (collectively the “Content”) are owned or controlled by or licensed to Quorum Social Sdn. Bhd.
- 1.3 All Quorum trademarks, service marks, trade names, logos, domain names and any other features of the Quorum brand (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world (collectively “Quorum Trademarks”) are the property of Quorum Social Sdn. Bhd. The Terms do not grant you any rights to use any of the Quorum Trademarks whether for commercial or non-commercial use.
- 1.4 Provided that you are eligible to use Quorum Services, we grant you limited, non-exclusive, revocable permission to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in Quorum Services and the Content.
- 1.5 You agree to abide by the Terms and not to use Quorum or any part thereof in any manner not expressly permitted by the Terms.

2. User Representations

2.1 By using Quorum Services, you represent and warrant that:-

- (i) all registration information you submit will be true, accurate, current, and complete;
- (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (iii) you have the legal capacity and you agree to comply with these Terms;
- (iv) you are not a minor in the jurisdiction in which you reside;
- (v) you will not access Quorum Services through automated or non-human means, whether through a bot, script, or otherwise;
- (vi) you will not use Quorum Services for any illegal or unauthorized purpose; and
- (vii) your use of Quorum Services will not violate any applicable law or regulation.

2.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of Quorum Services (or any part thereof).

3. User Registration

3.1 We may require you to create an account to access certain features or functions of Quorum. You agree to the following:-

- (i) you must be the legal age of majority where you reside to use Quorum Services;
- (ii) you must provide accurate, current, and complete information about yourself, or if you are using Quorum Services on behalf of an entity, that entity (the "Registration Data"). You also must update this Registration Data if it changes;
- (iii) if there is a dispute between two or more persons or entities regarding account ownership, we will be the sole arbiter of that dispute and our decision (which may include termination or suspension of the account) will be final and binding;

- (iv) if you are using Quorum Services on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms;
- (v) you will immediately notify us of any unauthorized use of your password or account, or any other breach of security. You are responsible for any activities that occur under your account;
- (vi) you will not use Quorum Services to collect any sensitive personal information, such as health information, social security numbers, tax information, financial information, payment card numbers, driver's license numbers, and passport numbers, unless otherwise permitted by these Terms or we have consented to the collection of the information in writing; and
- (vii) we reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. Prohibited Activities

- 4.1 You may not access or use Quorum Services for any purpose other than that for which we make Quorum Services available. Quorum Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 4.2 As a user of Quorum Services, you agree not to:-
 - (i) systematically retrieve data or other content from Quorum Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
 - (ii) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
 - (iii) circumvent, disable, or otherwise interfere with security-related features or Quorum Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of Quorum Services and/or the Content contained therein;
 - (iv) disparage, tarnish, or otherwise harm, in our opinion, us and/or Quorum Services;

- (v) use any information obtained from Quorum Services in order to harass, abuse, or harm another person;
- (vi) make improper use of our support service or submit false reports of abuse or misconduct;
- (vii) use Quorum Services in a manner inconsistent with any applicable laws or regulations;
- (viii) engage in unauthorized framing of or linking to Quorum Services;
- (ix) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of Quorum Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of Quorum Services;
- (x) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- (xi) delete the copyright or other proprietary rights notice from any Content;
- (xii) attempt to impersonate another user or person or use the username of another user;
- (xiii) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("GIFs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- (xiv) interfere with, disrupt, or create an undue burden on Quorum Services or the networks or services connected to Quorum Services;
- (xv) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of Quorum Services to you;
- (xvi) attempt to bypass any measures of Quorum Services designed to prevent or restrict access to Quorum Services, or any portion of Quorum Services;

- (xvii) copy or adapt Quorum Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- (xviii) except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of Quorum Services;
- (xix) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses Quorum Services, or use or launch any unauthorized script or other software;
- (xx) use a buying agent or purchasing agent to make purchases on Quorum Services;
- (xxi) make any unauthorized use of Quorum Services, including collecting usernames and/or e-mail addresses of users by electronic or other means for the purpose of sending unsolicited e-mail, or creating user accounts by automated means or under false pretences;
- (xxii) use Quorum Services as part of any effort to compete with us other otherwise;
- (xxiii) use Quorum Services and/or the Content for any revenue-generating endeavour or commercial enterprise; or
- (xxiv) sell or otherwise transfer your profile.

5. User-generated Content

- 5.1 You may post, upload or otherwise contribute content to Quorum including pictures, text, information and descriptions ("User Content").
- 5.2 You represent that with regard to any User Content you post and/or upload on Quorum, you own or have the right to post such User Content, and that such User Content or its use by Quorum as contemplated by the Terms does not violate the Terms or any other applicable laws, or the intellectual property or privacy of third parties.
- 5.3 We may, but have no obligation, to monitor, review or edit the User Content. Notwithstanding, we reserve the right to remove or disable access to any User Content at our sole discretion including User Content that violates the Terms.
- 5.4 We may take these actions without prior notification to you.

- 5.5 You are solely responsible for all User Content that you post or upload on Quorum. We are not responsible for User Content nor do we endorse any opinion contained in any User Content.
- 5.6 You agree that in the event a claim is brought against us relating to User Content that you post and/or upload, you will, to the extent permissible under local law, indemnify and hold us harmless from and against all damages, losses and expenses of any kind arising from such claim.

6. Limitation on Use

- 6.1 By using Quorum Services, you agree not to:-
- (i) knowingly or negligently use Quorum in a way that abuses or disrupt our networks or user accounts;
 - (ii) transmit through Quorum any harassing, indecent, obscene, fraudulent or unlawful material;
 - (iii) use Quorum as a platform for unauthorised advertising or spam;
 - (iv) harvest, collect or gather data of Quorum users without their consent;
 - (v) transmit through Quorum, any material that may infringe the intellectual property rights or privacy of third parties; or
 - (vi) use Quorum in violation of applicable laws or regulations.
- 6.2 You are prohibited from engaging in any activity, post and/or upload any User Content or register and/or use a username which is or includes material that:-
- (i) is offensive, abusive, defamatory, pornographic, threatening or obscene;
 - (ii) is illegal or intended to promote or commit an illegal act of any kind including violations of intellectual property rights, privacy rights or proprietary rights of Quorum or a third party;
 - (iii) includes malicious content such a malware, Trojan horses or viruses otherwise interferes with any user's access to Quorum;
 - (iv) is intended to do or does harass or bully other users;

- (v) impersonates or misrepresents your affiliation with another user, person or entity or is otherwise fraudulent, false, deceptive or misleading; or
 - (vi) is otherwise in violation of the Terms.
- 6.3 You acknowledge and agree that posting and/or uploading any User Content that violates any of these Terms may result in immediate termination or suspension of your Quorum account.

7. Reporting User Content

- 7.1 We respect the intellectual property rights of others. If you believe that any content available on or through Quorum Services infringes your intellectual property rights or other rights, you may report to us by writing to us at thequorumsocial@gmail.com.
- 7.2 We may at our sole discretion remove such content from Quorum or take other steps that we deem necessary and/or appropriate, without prior notification to the user or other party who supplied or posted/uploaded the said content. If such user or other party believes that the said content is not infringing, he or she may submit a counter-notification to us at thequorumsocial@gmail.com with a request to restore the removed content, we may or may not honour, at our sole discretion.
- 7.3 Please be advised that pursuant to applicable law, you may be held liable for damages if you make content misrepresentations in your report. Thus, if you are not sure that content located on or linked to by Quorum Services infringes your copyright, you should first consider contacting an attorney.

8. Rights You Grant Us

- 8.1 In consideration for the rights granted to you pursuant to these Terms, you grant us the right to:-
- (a) provide advertising and other information to you; and
 - (b) allow our business partners to do the same.
- 8.2 By directly sending us any questions and providing comments, feedback, ideas, suggestions, or other information about the Services to us in connection with Quorum ("Submissions"), you acknowledge and agree to assign to us all intellectual property rights in such Submission. You agree that we shall own the Submissions and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

- 8.3 Quorum Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us through Quorum Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material (the “Contributions”). Any Submission that is publicly posted shall also be treated as a Contribution.
- 8.4 You understand that Contributions may be viewable by other users of Quorum Services. When you post Contributions, you grant us a licence (including the use of your name, trademarks, and logos).
- 8.5 By posting any contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sub-licence the licences granted in this section.
- 8.6 Our use and distribution may occur in any media formats and through any media channels. This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.
- 8.7 You are responsible for what you post or upload. By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through Quorum Services by linking your account through Quorum Services to any of your social networking accounts, you: confirm that you have read and agree with our “PROHIBITED ACTIVITIES” and will not post, send, publish, upload, or transmit through Quorum Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading; and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam”, to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution; warrant that any such Submission and/or Contribution are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions;

and warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

8.8 You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of:-

- (a) this section;
- (b) any third party's intellectual property rights; or
- (c) applicable law.

8.9 We may remove or edit your Contributions: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

8.10 We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statement or representations in your Contributions provided by you in any area on Quorum Services. You are solely responsible for your Contributions to Quorum Services and you expressly exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

8.11 We have the right, in our sole and absolute discretion:-

- (a) to edit, redact, or otherwise change any Contributions;
- (b) to re-categorized any Contributions to place them in more appropriate locations on Quorum Services; and
- (c) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

9. Third Party Content

9.1 Quorum may contain links to independent third party websites or other applications ("Third Party Sites"). We have no control over and assume no responsibility for the content or practices of any Third Party Sites.

9.2 We do not endorse or monitor the content of the Third Party Sites.

- 9.3 You acknowledge and agree that we 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 the use of or reliance on any such content, goods or services available on or through these Third Party Sites.

10. Termination

- 10.1 You acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination or any of the Terms for any reason.
- 10.2 We may discontinue, suspend or modify Quorum Services at any time without prior notice and may block, terminate or suspend your access to Quorum Services at any time without notice at our sole discretion.
- 10.3 You may terminate your Quorum account at any time.
- 10.4 Upon termination, you must cease use of Quorum Services immediately.
- 10.5 All provisions of the Terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 10.6 The Terms will continue to apply to you until terminated by either you or Quorum Services.

11. Third Party Beneficiaries and App Store / Play Store

- 11.1 With respect to downloading Quorum, you agree to comply with the App Store Rules and Play Store Rules, as applicable.
- 11.2 You acknowledge that the availability of Quorum may be dependent on the App Store or Play Store from which you receive Quorum.
- 11.3 You acknowledge these Terms are between you and Quorum Social Sdn. Bhd. and not with the App Store or Play Store. The App Store and Play Store are not responsible for Quorum, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement).
- 11.4 You acknowledge that the App Store and Play Store (and their respective subsidiaries) are third party beneficiaries to these Terms and will have the right to enforce these Terms against you as a third-party beneficiary thereof.

11.5 Use Licence

- (i) If you access Quorum Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use.

- (ii) You shall not:-
 - (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
 - (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
 - (c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
 - (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
 - (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
 - (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
 - (g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
 - (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or
 - (i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

11.6 Apple and Android Devices

- (i) The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access Quorum Services:-
 - (a) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
 - (b) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
 - (c) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
 - (d) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;
 - (e) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and
 - (f) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be

deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

12. Changes and Modifications

12.1 We reserve the right, at our sole discretion, to modify or replace these Terms (including the Privacy Policy) at any time (collectively, "Modifications"). If a revision is material, we will notify you by:-

- (a) posting the changes through Quorum Services;
- (b) updating the "Last Updated" date at the top of this Agreement; and/or
- (c) sending you an e-mail or message about the Modifications. What constitutes a material change will be determined at our sole discretion. It is your responsibility to periodically review these Terms to stay informed of updates.

12.2 Modifications that are material will be effective fourteen (14) days following the "Last Updated" date, unless a different date is communicated in our notice to you. All other Modifications will be effective immediately.

12.3 You are responsible for reviewing any Modifications. Your continued use of Quorum Services after any Modification will be considered your acceptance of that Modification and the updated Terms. In certain circumstances, we may seek a Modification to these Terms that will only apply to you. This type of Modification must be in writing and signed by both parties (you and Quorum).

12.4 We are constantly evolving our products and services to better meet the needs of our Users. Because of this, we cannot guarantee the availability of certain product features or functionality. We reserve the right to modify, replace, or discontinue any part of the Services or the entire Services at any time and for any reason, without notice to you.

12.5 We cannot guarantee Quorum Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to Quorum Services, resulting in interruptions, delays or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Quorum Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use Quorum Services during any downtime or

discontinuance of Quorum Services. Nothing in these Terms will be construed to obligate us to maintain and support Quorum Services or to supply any corrections, updates, or releases in connection therewith.

13. Corrections of Inaccurate Information

- 13.1 There may be information on Quorum Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information.
- 13.2 We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on Quorum Services at any time, without prior notice.

14. Limitations of Liability

- 14.1 In no event will we or our directors, employees, or agents be individually liable to you for any damages for breach of fiduciary duty by third-parties, unless our act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.
- 14.2 Notwithstanding anything written herein to the contrary, you and we acknowledge and agree that we will not be liable for any losses or damages, whether direct, indirect, incidental, exemplary, punitive, special or consequential, in profits, goods or services, including lost profit, lost revenue, loss of data, or other damages arising from your use of Quorum Services, irrespective of whether or not we have been advised or otherwise might have anticipated the possibility of such loss or damage.

15. Indemnification

- 15.1 You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective employees, officers, agents, and partners, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:-
 - (i) your Contributions;
 - (ii) use of Quorum Services;
 - (iii) breach of these Terms;
 - (iv) any breach of your representations and warranties set forth in these Terms;

- (v) your violation of the rights of a third party, including but not limited to intellectual property rights; or
 - (vi) any overt harmful act toward any other user of Quorum Services with whom you connected via Quorum Services.
- 15.2 Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claims, actions, or proceeding which is subject to this indemnification upon becoming aware of it.

16. User Data

- 16.1 We will maintain certain data that you transmit to Quorum Services for the purpose of managing the performance of Quorum Services, as well as data relating to your use of Quorum Services.
- 16.2 Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using Quorum Services.
- 16.3 You agree that we shall have no liability to you for any loss or corruption or any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

17. Electronic Communications, Transactions and Signatures

- 17.1 Visiting Quorum Services, sending us e-mails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via e-mail and on Quorum Services, satisfy any legal requirement that such communication be in writing.
- 17.2 You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via Quorum Services.
- 17.3 You hereby waive any rights or requirements under any statutes, regulations, rules, ordinance, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payment or the granting of credits by any means other than electronic means.

18. Social Media

- 18.1 As part of the functionality of Quorum Services, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either:-
- (i) providing your Third-Party Account login information through Quorum Services; or
 - (ii) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
- 18.2 You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.
- 18.3 By granting us access to any Third-Party Accounts, you understand that:-
- (i) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through Quorum Services via your account, including without limitation any friend lists; and
 - (ii) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.
- 18.4 Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on Quorum Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through Quorum Services.
- 18.5 You will have the ability to disable the connection between your account on Quorum Services and your Third-Party Accounts at any time. Please note that your relationship with the third-party service providers associated with your Third-Party Accounts is governed solely by your agreement(s) with such third-party service providers.

- 18.6 We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use Quorum Services.
- 18.7 You can deactivate the connection between Quorum Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

19. Services Management

- 19.1 We reserve the right, but not the obligation to:-
- (i) monitor Quorum Services for violation of these Terms;
 - (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law of these Terms, including without limitation, reporting such user to law enforcement authorities;
 - (iii) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof;
 - (iv) in our sole discretion and without limitation, notice, or liability, to remove from Quorum Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
 - (v) otherwise manage Quorum Services in a manner designed to protect our rights and property and to facilitate the proper functioning of Quorum Services.

20. Dispute Resolution

- 20.1 Binding Arbitration
- (i) Any and all disputes arising from the relationships between the parties to these Terms shall be referred to and finally resolved by arbitration, administered by the Asian International Arbitration Centre ("AIAC"), and in accordance with the AIAC Arbitration Rules

2021, which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance.

- (ii) The Parties agree that the seat of the arbitration shall be in Kuala Lumpur, Malaysia, the number of arbitrators shall be three and the language of the arbitration shall be in English. Applicable rules of substantive law shall be the law of Malaysia.
- (iii) Before referring the dispute to arbitration, the parties shall seek an amicable settlement of that dispute by mediation in accordance with the AIAC Mediation Rules as in force on the date of the commencement of mediation.

20.2 Restrictions

- (i) The parties agree that any arbitration shall be limited to the dispute between the parties individually to the full extent permitted by law:-
 - (a) no arbitration shall be joined with any other proceeding;
 - (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and
 - (c) there is no right or authority for any dispute to be brought in on purported representative capacity on behalf of the general public or any other persons.

20.3 Exceptions to Arbitration

- (i) the parties agree that the following disputes are not subject to the above provisions concerning binding arbitration:-
 - (a) any disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party;
 - (b) any dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized used; and
 - (c) any claim for injunctive relief.

20.4 if this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be

decided by a court competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction for that court.

21. Privacy Policy

- 21.1 We care about data privacy and security. Please review our Privacy Policy. By using Quorum Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that Quorum Services is hosted in Southeast Asia.
- 21.2 If you access Quorum Services from the United States, the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Southeast Asia, then through your continued use of Quorum Services, you are transferring your data to Southeast Asia, and you expressly consent to have your data transferred to and processed in the Southeast Asia.

22. Disclaimer

- 22.1 Quorum Services are provided on an as-is and as-available basis. You agree that your use of Quorum Services will be at your sole risk.
- 22.2 To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with Quorum Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 22.3 We make no warranties or representations about the accuracy or completeness of Quorum Services' content or the content of any websites or mobile applications linked to Quorum Services and we will assume no liability or responsibility for any:-
 - (a) errors, mistakes, or inaccuracies of content and materials;
 - (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Quorum Services;
 - (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
 - (d) any interruption or cessation of transmission to or from Quorum Services;

- (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through Quorum Services by any third party; and/or
- (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via Quorum Services.

22.4 We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Quorum Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

23. Law and Jurisdiction

- 23.1 To the extent permitted by applicable law, these Terms are governed by the laws of Malaysia and you consent to the jurisdiction of the courts of Malaysia.
- 23.2 We retain the right to bring proceedings against you for breach of these Terms in your country of residence or other relevant country/jurisdiction.

24. Additional Miscellaneous Provisions

- 24.1 If we fail to enforce any part of these Terms, it will not amount to a waiver of our right to later enforce that or any other part of these Terms. Except as expressly set out in these Terms, the exercise by us of any of our remedies under these Terms will not preclude us from exercising our other remedies under these Terms or otherwise. No oral waiver, amendment, or modification of these Terms will be effective.
- 24.2 If any provision of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary and the other provisions of these Terms remain in full force and effect. Section titles and subtitles in these Terms, along with the italicized text following them, are for convenience only and have no legal or contractual effect and do not amount to legal advice.
- 24.3 When we say Quorum “may” or has the right, is permitted, authorized, or allowed to do something in these Terms, it means we may, but are not obligated to, exercise the applicable rights or options or take the applicable action, as we determine in our sole discretion.

24.4 Any determinations, decisions, or beliefs by us under these Terms may be made by us in our sole discretion. As used in these Terms, “including” means “including, but not limited to.” When these Terms say that you “will” take an action, this means that you are agreeing to take the action and that you must take that action.

24.5 Your obligations, duties, warranties, representations, releases, and waivers throughout these Terms are also the obligations, duties, warranties, representations, releases, and waivers of your Affiliates. No independent contractor, agency, partnership, joint venture, or other such relationship is created by these Terms. We may freely assign any of our rights and obligations under these Terms.

25. Contact Us

25.1 If you have any questions about these Terms, please contact us at thequorumsocial@gmail.com.