

# Terms and Conditions of Use – [WALLET - Your Licence Backoffice]

## 01. Acceptance Of User Terms

(a) These Terms of Use constitute a legally binding agreement entered into between you, whether acting individually or on behalf of an entity, and using this Platform. By accessing or using this Platform, you expressly acknowledge that you have read, understood, and agree to be bound by these Terms of Use and any amendments to them in their entirety. These Terms of Use shall apply in full to your use of this Platform.

(b) These Terms and Conditions are hereby expressly incorporated by reference into any additional terms and conditions or documents that may be posted on this Platform from time to time. MACP reserves the right, at its sole discretion, to change, modify, revise, add and/or remove these Terms at any time and for any reason, effective immediately upon posting on this Platform.

(c) The "last updated" date on these terms and conditions shall provide notice of each amendment, and the right to separate notice of each such amendment is waived. Accordingly, you should ensure that you regularly review these Terms of Use to remain aware of any such changes. Your continued access and use of the Platform shall constitute your acceptance of these Terms and Conditions.

(d) You consent to the sharing of your personal data (in accordance with the Personal Data Protection Act 2010) (hereafter referred to as "Personal Data") and allow MACP to share and/or use your Personal Data as described in the Privacy Statement. If you do not agree to any of these Terms of Use or to the processing of your Personal Data as set out below, you must not use this Platform.

(e) MACP reserves the right to deny you access to the Service if you are in breach of any of the terms and conditions of use of the Service.

## 02. Intellectual Property Rights

(a) All content, including, without limitation, textual, graphic, photographic, logo, trade mark, service mark, moving image, sound, illustrations, software, materials and other content made available through this website (the "Content") are the property of the Company.

(b) Copyright, trade dress, moral rights, trademark and other laws relating to intellectual property rights protect all elements of this Platform, including but not limited to the general design and content.

(c) You may not use any element or content of this Platform unless expressly authorised to do so by MACP. Any unauthorised use of any element or the content of this Platform may violate applicable laws, including but not limited to copyright laws, trademark laws, laws of privacy and publicity, and communications regulations and statute

(d) You shall not, without our express prior written consent, copy, reproduce, summarise, republish, upload, post, display in public, code, translate, transmit, distribute, sell, license or use in any other way any part of the Platform or any material on the Platform for any commercial use.

## 03. User's Account

(a) In order to have access to the services, materials, data, information and functions available on this platform, you must register by creating an account on this platform. If MACP determines, in its sole discretion, that a user name is inappropriate, obscene or otherwise objectionable, MACP reserves the right to remove, reclaim or change such user name.

(b) Upon your registration on this Platform, MACP will assign you an Account by providing you with a unique password.

(c) You are solely responsible for maintaining the confidentiality of your account details, including, but not limited to, your user name, your password and all activities that take place under your account. You must keep such information safe and secure at all times and treat it in the strictest confidence.

(d) You will not share, transfer or allow any other person to have access to your account on this Platform or to use the Service. You agree to notify MACP immediately if such information has been disclosed to or accessed by any other person or if you become aware of any breach of confidentiality or unauthorised use of this Platform.

(e) You represent and warrant that all activities conducted under your account will be deemed authorised by you.

(f) MACP reserves the right, without prior notice, to:-

- i. To do all things necessary for the verification of the data, information and details you provide and declare;
- ii. Refusal of your registration and/or application for any reason whatsoever;
- iii. Restrict or limit your access to any of the services, materials, data, information and functions made available on this Platform for any reason whatsoever; and
- iv. Termination or suspension of your account for any reason.

#### **04. User's Obligations and Representations**

You represent, warrant and undertake that you:-

(a) Have the legal capacity to enter into this agreement and have obtained all necessary consent, approval, permission and authorization from any authorizing party/ies to provide the data, information and details through this Platform and to access this Platform for the services;

(b) Provide all information that is truthful, accurate, up-to-date and complete;

(c) Shall be responsible for the maintenance and updating of the data, information and details in a timely manner to ensure that they are complete and accurate;

(d) Upon MACP's request at any time and for any reason for additional data, information, details and/or documentation, promptly provide such data, information, details and/or documentation;

(e) Shall not encourage or assist in any unlawful activity or engage in any unlawful activity; and

(f) Be in compliance with all applicable laws and regulations of Malaysia.

#### **05. Limitations Of Liability**

(a) The Content is intended to provide general information only and not to constitute (or to replace) professional advice. It should not be relied upon in order to meet any specific business or personal needs. MACP makes no representations or warranties that this Platform or the Content meets any conditions of correctness, availability, completeness or fitness for a particular use.

(b) Except as expressly stated, MACP assumes no responsibility for your use of this Platform or the Content and all warranties, conditions or terms regarding your use of this Platform and the Content are hereby disclaimed to the fullest extent permitted by law

(c) To the fullest extent permitted by applicable law, MACP and its directors, partners, employees, officers, affiliates, agents, licensors, contractors, servants, personal representatives and assigns shall not be liable for any losses and expenses of any kind, including (but not limited to) any direct, indirect, special, punitive or consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profits, loss of or damage to property, claims of third parties, or other losses of any kind or nature arising directly or indirectly out of or in connection with the following, claims of third parties, or other losses of any kind or nature suffered by you directly or indirectly in connection with the following, even if MACP and its directors, partners, employees, officers, affiliates, agents, licensors, contractors, servants, personal representatives and assigns have been advised of the possibility of such damages or losses, arising out of or in connection with the use of this platform or any website to which it is linked or the content: -

- i. Accessing, using and/or failing to use the Service on this Platform;
- ii. The accuracy, completeness or any reliance on or use of any of the content made available on this platform;
- iii. Unauthorised access to your personal information and documentation on this Platform by any other person;
- iv. Any interruption, error, security breach, malfunction and/or failure of any hardware, system, server and/or connection of this Platform; and
- v. Any computer virus, worm, Trojan horse, malicious software and/or malware or hacker component.

#### **06. Assignment**

MACP may, without any notice or consent being required, assign, transfer and sub-contract its rights and/or obligations under these Terms of Use. However, without the prior written consent of MACP, you may not assign, transfer or subcontract any of your rights and/or obligations under these Terms of Use.

#### **07. Governing Law & Jurisdiction**

These Terms and Conditions shall be governed and interpreted under the laws of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia for the resolution of any dispute.

# Privacy Policy – [WALLET - Your Licence Backoffice]

## 01. Use Of Your Personal Data

By submitting personal information through this Platform, you acknowledge and agree that MACP may collect, store and process such personal information (which may include disclosing it to relevant third parties) for the following purposes

- (a) To license, administer and enforce the rights of MACP Members (and the rights of MACP Affiliates);
- (b) The administration of your relationship with the MACP, including in relation to the Licence and Licence Agreement, any future agreements, MACP member rights matters, general licensing matters and enquiries;
- (c) In accordance with the Credit Reporting Agencies Act 2010, the Central Bank of Malaysia Act 2009 and any other applicable or related rules and laws;
- (d) The purposes of MACP's business and in connection therewith, including the use of MACP's and/or its affiliates' services and activities for the advancement or promotion of the music industry; and
- (e) Researching and analysing the music industry, including analysing the types of consumers of recorded music, market trends, public preferences, choices or tastes.

## 02. With Whom Is Your Personal Data Shared

By submitting personal data through this website, you acknowledge and agree that MACP may share your personal data with third parties:-

- (a) With its affiliates and with sub-contractors and/or agents appointed in connection with the matters set out in points (1)(a) to (1)(e) above;
- (b) To law enforcement authorities from time to time in connection with any proposed or potential action for breach of the Licence Agreement or for infringement of copyright or otherwise where MACP is under a legal obligation to disclose such information;
- (c) With the owners and/or exclusive licensors of sound recordings, music videos and/or karaoke recordings who are authorising members of the MACP and other music collective organisations for the purpose of determining whether further copyright licences are required and for related administration and/or enforcement activities;
- (d) With third-party suppliers and contractors for the provision of products and services to you, including (without limitation) the Platform, the Content and any services available on the Platform; and
- (e) To relevant third parties if MACP deems it necessary to do so for the purpose of investigating, preventing or responding to illegal or unlawful activity, suspicion of fraud, potential threats to the rights, property or safety of MACP, users of this website or any actual or suspected violation of the terms of use, regardless of where these third parties may be located.

## 03. Changes In Personal Data

You agree to notify MACP of any material changes to your Personal Data and MACP will amend, edit and/or revise such material changes within 5 working days of receiving your notification.

## 04. Personal Data Provided to You

Where personal information about individuals, such as but not limited to licence fees, is provided to you on the Platform, it is solely for the purpose of enabling you to lawfully use MACP's service. You are required to keep any such information that is disclosed to you confidential and not to use it for any other purpose.

## **05. Cookies & Tracking**

MACP may use "cookies" or other data collection or tracking technologies to automatically collect information about users accessing the Platform. (Note: A "Cookie" is a text file containing a string of alphanumeric numbers that is sent to the browser on a User's personal computer for the purpose of identifying that User, allowing MACP to personalise the User's visit and improve the User's navigation of the Site). You may choose to disable or refuse these cookies and similar technologies at any time by changing the privacy settings on your web browser. If you choose to disable or refuse cookies, you may not be able to experience the full interactivity or functionality of the features of this Platform.

## **06. Security**

MACP has implemented security measures to protect against the loss, unauthorised access, misuse, alteration and improper disclosure of the Personal Data you provide through the Platform. However, no computer system or piece of information can ever be completely protected from every possible risk, and it is not possible to guarantee the security or integrity of the Personal Data that you may disclose online. You should be aware that when you submit Personal Data to the Platform over the Internet, the information may pass through many systems that are not under the control of MACP, notwithstanding MACP's security measures.

## **07. Your Rights With Respect To Your Personal Data**

You have a legal right to obtain a copy of any personal information about you that is held by MACP. You also have a right to the correction of any inaccuracies in that information. You also have the right to object to MACP's use of your personal data for direct marketing purposes.

## **08. Contact Us**

If you have any requests regarding your personal information or questions about this Privacy Policy, please contact us at [licensing@macp.com.my](mailto:licensing@macp.com.my) or call us at +603-6207 8638.