

Terms of Use

This Terms of Use agreement is effective as of 1st August 2021.

1. Acceptance

WELCOME TO Alawha.

PLEASE READ THE FOLLOWING TERMS OF USE THOROUGHLY AND CAREFULLY. By using and / or browsing the Website, you agree that you have read, understood and agree to be bound by these Terms of Use.

If you do not agree with these Terms of Use, in whole or in part, please discontinue using and / or browsing our Application/ Website immediately.

ALAWHA SDN BHD (1407681-P) is a company incorporated under Malaysian law (Alawha, “we” or “us”), operating the Website.

These Terms of Use shall be deemed to include our Privacy Policy and any Additional Policies. We may assign or change any part or parts of our rights under these Terms of Use without your consent or prior notification. The Terms of Use and Privacy Policy constitute a legally-binding agreement between us and you.

2. Definitions

1. “Account” means a registered account which you may be required to create if you wish to access and utilise the full facilities and features of the Website, whether as a Service User or Service Professional;
2. “Additional Policies” means any and all other operating rules, policies, and / or guidelines in addition to the Terms of Use, that may govern the use of the Website and which is made known to you from time to time;
3. “Data” is defined in Clause 14.1;
4. “Alawha Service” means the facility provided by the Website including but not limited to (i) accepting Service User requests and disseminating them to Service Professionals; (ii) facilitating Service Professionals to render quotations to Service Users; (iii) facilitating Service Users and Service Professionals to make contact; (iv) maintaining profiles for Service Professionals; and (v) any other ancillary or related services;
5. “Marks” is defined in Clause 14.1;

6. "Password" means the password which you may be required to create, provide and use in order to create and use an Account;
7. "Service" means the professional service offered and / or to be rendered by the Service Professional in the course of his business to a Service User;
8. "Service User" means any individual or company that has (i) used or browsed the Website; and / or (ii) submitted a request for professional services offered by Service Professionals, via the Website, in order to receive price quotations, regardless of whether such Service User ultimately hires or does not hire a Service Professional via the Website;
9. "Service Professional" means any individual or company that has signed up to offer their Service to the general public and to Service Users via the Website;
10. "Submitted Content" is defined in Clause 7.1;
11. "Terms of Use" refer to these Terms of Use, Privacy Policy and any Additional Policies as may be modified from time to time;
12. "user", "you" and "your", as applicable, means a person who accesses, uses, and/or participates in the Website in any manner, whether as a Service User or Service Professional; and
13. "Website" means (i) the websites bearing the domain www. Alawha.com and any other related microsites and / or mobile or web applications owned and operated by Alawha which may or may not be of similar names; and (ii) any related or ancillary facilities or functions such as e-mails, SMS, newsletters, notifications or other communication or content.

3. Function and Purpose

You acknowledge that the Application/ Website functions as an online platform for Service Users to connect with Service Professionals for the purposes of transacting to respectively receive and provide Services. Alawha is not itself a Service Professional or a Service User.

4. User Representation

By using or participating in the Website, you represent, warrant and undertake that:

1. you are at least eighteen (18) years of age;
 2. you are or intend to be either a Service Professional or Service User;
 3. you have the authority to enter into and accept these Terms of Use;
 4. all registration or other information that you are required to submit in order to gain full use of this Website for your intended purpose as a Service Professional or Service User is true and accurate and that you will maintain the accuracy of such information;
 5. your use of the Website and Services offered through this Website do not violate any applicable law or regulation which you are subject to; and
 6. you agree to make payment, if required, for any Services requested through the use of the Website (if any)
5. License to Access

Alawha hereby grants you a non-exclusive, revocable license to use the Website as set forth in these Terms of Use, provided however that:

1. you will not copy, distribute, or make derivative works of the Website in any medium without Alawha's prior written consent;
 2. you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; and
 3. you will otherwise act in accordance with these Terms of Use and with all applicable laws.
6. Account
1. You may generally use and browse the Website without registering or providing your personal details. However, in order to access and utilise the full facilities and features of the Website, you may be required to create an Account. To create an Account, you must provide and submit your name, email address and / or create a Password. You may also provide additional optional information at your discretion, which is not required to create an Account but which will help Alawha to provide you with a more customised experience when using the Website.
 2. You are solely responsible for safeguarding your Password and shall keep your Password secure at all times. You shall be solely responsible for all

activity that occurs on your Account and you shall notify Alawha immediately of any breach of security or any unauthorised use of your Account. Similarly, you shall never use another person's Account without permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Website and/or the Services offered through the Website. You hereby acknowledge and agree that Alawha will not be liable for your losses caused by an unauthorised use of your Account. Notwithstanding, you may be liable for the losses of Alawha or others due to such unauthorised use.

3. In addition and in connection with the use of your Account, you acknowledge and agree that:
 1. You will not copy or distribute any part of the Website in any medium without Alawha's prior written authorisation;
 2. You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose;
 3. You will provide accurate and complete information when creating your Account;
 4. You shall not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Website for any purpose without Alawha's prior written approval;
 5. You shall not in any manual or automated manner collect Service Professionals or Service Users information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a "mirrored", competitive, or third party site;
 6. You shall not in any way that transmits more request messages to the Alawha servers, or any server of a Alawha subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;

provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. Alawha reserves the right to revoke these exceptions either generally or in specific cases;

7. You shall not recruit, solicit, or contact via any medium, any Service Professionals or Service Users for employment or contracting for a business not affiliated with Alawha without prior, written authorisation from Alawha;
8. You shall not take any action that (i) unreasonably encumbers or, in Ka Alawha's sole discretion, may unreasonably encumber the Website's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Website or any third-party participation in the Website; or (iii) bypasses Alawha's measures that are used to prevent or restrict access to the Website; and
9. You agree not to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes

7. Your Submitted Content – Prohibitions, Representations and Warranties

1. You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Website including but not limited to (i) your profile; (ii) the posting of your Service; (iii) the posting of your desired Service; or (iv) the posting of any opinions or reviews in connection with the Website, the Service, the Service Professional, or the Service User (collectively referred to as "Submitted Content") that
 1. misrepresents the source of anything you post, including impersonation of another individual or entity of any false or inaccurate biographical information for any Service Professionals, provides or create links to external sites that violate this Terms of

Use, is intended to harm or exploit any individual in any way or is designed to solicit, or collect personally identifiable information of any person without his or her express consent;

2. invades anyone's privacy by attempting to harvest, collect or otherwise utilize or publish any of their information without their knowledge and willing consent;
3. contains falsehoods or misrepresentations that could damage Alawha or any third party;
4. is pornographic, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally, or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence, encourages conduct that would be considered a criminal offence, give rise to civil liability or violate any law, promotes racism, hatred or physical harm of any kind against any group or individual, contains nudity, violence or inappropriate subject matter, or is otherwise inappropriate;
5. is in whole or part copyrighted, protected trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant Alawha all of the license rights granted therein;
6. is intended to threaten, stalk, defame, defraud, degrade, victimise, or intimidate an individual or group of individuals for any reason or to incite or encourage anyone else to do so;
7. intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers through any means;
8. advertises or solicits a business not related to or appropriate for the Website (as determined by Alawha in its sole discretion);

9. contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
 10. contains advertising for ponzi schemes, discount cards, credit counseling, online surveys or online contests;
 11. distributes or contains viruses or any other technologies that may harm Alawha, or the interests or property of Alawha users;
 12. contains links to commercial services or websites, except as allowed pursuant to the Terms of Use;
 13. is non-local or irrelevant content; or
 14. contains identical content to other open Postings you have already posted, or uses any form of automated device or computer programme that enables the submission of Postings without the express written consent of Alawha.
2. You will not send messages to other users whom you have made contact with via or through the Website containing:
 1. offers to make national or international money transfers for amounts exceeding the asking price of a service, with intent to request a refund of any portion of the payment; or
 2. unsolicited advertising or marketing of a service that is (i) not offered on the Website; or (ii) is offered on an external website.
 3. While using the Website, you shall not:
 1. post content or items in any inappropriate category or areas on the Website;
 2. violate any laws, third-party rights, Account Policies, or any provision of the Terms of Use, such as the prohibitions described above;
 3. fail to deliver payment for Services purchased by you, unless the Service Professional has materially changed the description of the Service after you negotiate an agreement for such Service, a clear typographical error is made, or you cannot authenticate the Service Professional's identity;

4. fail to perform Services purchased from you, unless the Service User fails to materially meet the terms of the mutually agreed upon;
 5. circumvent or manipulate any fee structure or billing process that we may have or implement;
 6. post false, inaccurate, misleading, defamatory, or libelous content (including personal information about any Website user);
 7. take any action that may undermine any feature that Alawha has or may come up with for the purposes of the Website; or
 8. leave any untrue or inappropriate feedback about a Service Professional and you shall at all times use careful and good judgment in leaving any feedback
4. You are solely and fully responsible for your own Submitted Content and the consequences of posting or publishing it. You hereby affirm, represent, and/or warrant that:
1. you own or have the necessary licenses, rights, consents, and permissions to use and authorize Alawha to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submitted Content;
 2. you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Content to use the name or likeness of each and every such identifiable individual person; and
 3. you agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submitted Content posted by you to or through the Website.
5. You retain all of your ownership rights in your Submitted Content. You hereby grant, and you represent and warrant that you have the right to grant to Alawha a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of, display, and perform the Submitted Content in connection with the Website and Alawha's (and its successor's) business operations, including without

limitation, for the promotion and redistribution of any part or all of the Website (and any derivative works in any media formats and through any media channels).

6. You also hereby grant each user of the Website a non-exclusive license to access your Submitted Content through the Website, and to read and use, such Submitted Content as permitted through the functionality of the Website and under these Terms of Use

8. Alawha - Disclaimers and Right to Remove Submitted Content

1. Alawha does not endorse any Submitted Content or any opinion, recommendation, or advice provided by any users and Alawha expressly disclaims any and all liability in connection with all Submitted Content.
2. Alawha does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Alawha will remove any Data or Submitted Content in its sole discretion, upon being notified or having reason to believe that an infringement has occurred, without prior notice to a user who has or is suspected to have conducted such infringement. Alawha may take any action or steps it deems fit in its sole discretion against such infringer.
3. Alawha reserves the right in its sole and absolute discretion to decide whether any Data or Submitted Content is appropriate and complies with these Terms of Use for any and all violations.
4. You acknowledge and understand that when using the Website, you will be exposed to Submitted Content:
 1. from a variety of sources and that Alawha is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content; and
 2. that is or may be inaccurate, offensive, indecent, or objectionable, and you agree to and hereby waive any legal or equitable rights or remedies you have or may have against Alawha, and agree to indemnify and hold Alawha, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors,

harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

5. You are solely responsible for the photos, profiles and other content, including, without limitation, Submitted Content, that you publish or display on or through the Website, or transmit to other Website users. You understand and agree that Alawha may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Website users or others.

9. Service Professionals

1. By signing up, registering or creating an Account on the Website as a Service Professional, you agree and undertake to comply with any requests for information which we may make for the purpose of verifying the legality, legitimacy, conduct and proper establishment of your (i) legal firm/ company; and / or (ii) provision of your Service.
2. Service Professionals shall not:
 1. register or list on the Website in a category of Service which they do not offer or that is irrelevant to or inappropriate for the Service they are offering;
 2. misrepresent the location(s) at which they will provide a Service;
 3. include third party brand names or other inappropriate keywords in their Profile, title or any posting, messages or submission made in or through the Website;
 4. use misleading titles, words or phrases that do not accurately describe the Service they provide;
 5. include any information in their Profile that is fraudulent or otherwise incorrect;
 6. do anything to circumvent or avoid any fees that Alawha may charge;
 7. conduct fraud or misconduct on any promotions or partnerships which Alawha may conduct;

8. use their Profile or the Website for promoting (i) products or goods; (ii) Services which are not offered by the Service Professional through the Website; (iii) Services which are not a recognised category on the Website; (iv) any website, service, product, party or any thing not directly related to their Service or otherwise prohibited by Alawha in its sole discretion from time to time; or (iv) any services that may be prohibited under law;
 9. solicit Service Users or any person to pay or do anything not specifically permitted by these Terms of Use or by Alawha as it may in its sole discretion determine from time to time;
 10. offer or solicit any Service or do anything that contravenes these Terms of Use, the Privacy Policy or any laws.
3. By signing up, you are deemed to accept the charge fee charged by Alawha as follows:-

No.	Type of Service	Charge Fee
1	Monthly subscription fee with minimum 1 year contract	RM 99/ month
2	Paid Legal Advice for Premium Features	30%
3	Book a Lawyer	30%
4	Build Your Agreement	30%

1. Alawha reserves all its rights to amend the charge fees at its discretion from time to time.

10. Service Users

1. Service Users shall not:
 1. commit to purchasing or using a Service with no intention of paying for such Service;
 2. sign up, request or negotiate a price for, use, or otherwise solicit a Service (i) with no genuine intention as at the time of such conduct of following through with your use of or payment for the Service; (ii) for the purposes of using pricing, quotations or other information received in doing so for commercial or competitive

purposes, business or market intelligence purposes or general surveying; or (iii) any other non-personal use;

3. request for or agree to purchase a Service when (i) you know, have reason to believe or have been put on notice that you do not meet the Service Professional's terms; or (ii) with the intention of causing disruption, committing fraud or other tortious or illegal purpose.

11. No Confidentiality

Without prejudice to the Privacy Policy, you acknowledge and agree that Alawha does not guarantee any confidentiality with respect to any Submitted Content by users, including without limitation, your Profile or information conveyed, posted or shared by you, that is hosted and / or published on the Website.

12. Modifications to Terms of Use or Privacy Policy

Alawha reserves the right, in its sole discretion, to change, modify or otherwise amend the Terms of Use and any other documents incorporated by reference at any time. It is your responsibility to review the Terms of Use for any changes. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website.

13. Termination

1. Alawha reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part thereof with or without notice and in its sole discretion. You agree that Alawha shall not be liable to you or to any third party for any modification, suspension or discontinuance of Alawha's services.
2. You hereby acknowledge and agree that Alawha in its sole and absolute discretion has the right but not the obligation to delete, terminate, or deactivate your Account, block your email or IP address, cancel the Website or otherwise terminate your access to or participation in the use of the Website or any part thereof, or remove and discard any Submitted Content on the Website immediately and without notice and for any reason which is may but is not obliged to disclose.

3. Upon termination of your Account, your right to participate in the Website in any way shall automatically terminate.
4. Upon termination the following shall occur:
 1. your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. However, such residual data may remain in the Alawha system;
 2. all licenses granted to you will immediately terminate;
 3. Alawha shall not be liable to you or any third party for any termination of your access to the Website. Alawha retains the right to use any data collected from your use of the Website; and
 4. all related licenses you have granted Alawha hereunder shall remain in effect for the foregoing purpose. In no event is Alawha obligated to return any Submitted Content to you. All terms and conditions and rights in favour of Alawha survive termination and remain in the full benefit of Alawha.
5. You agree to indemnify and hold Alawha, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the termination.

14. Intellectual Property Rights

1. The content on the Website (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by Alawha or a related corporations of Alawha ("Group"), subject to copyright and other intellectual property rights under applicable laws and international conventions. Such Data and / or Marks are or may become protected by copyright, trademark, patent, trade secret and other laws, and Alawha or the Group owns and retains all rights in such Data and Marks. All other trademarks, names and logos on this Website are the property of their respective owners.

2. Data on the Website is provided to you for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.
3. Alawha or the Group reserves all rights not expressly granted in and to the Website and the Data. You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of Submitted Content obtained through the Website for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Website or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Website or the Data therein.

15. Disputes

1. Your interactions with other users, whether individuals, companies and/or organizations and whether Service Professional or Service Users, found on or through the Website, including payment of and performance of any Service, and any other terms, conditions, warranties or representations associated with such transactions or dealings, are solely between you and such third party or user. You should take reasonable precautions and conduct any necessary investigation or inquiries you deem necessary or appropriate before proceeding to hire, pay or transact with such third party or user for any purpose whatsoever.
2. You understand and acknowledge that deciding whether to:
 1. use the Services of a Service Professional
 2. provide Services to a Service User; or
 3. use information contained in any Submitted Content

is your personal decision, for which you alone are responsible. You understand that Alawha does not and cannot make representations as to

the suitability of any user you may decide to interact with on or through the Website and/or the accuracy or suitability of any advice, information, or recommendations made by any user.

3. In the event of any dispute between you and a Service User, Service Professional or any other third party or user in relation to the Website, such dispute shall be resolved between you and such Service User, Service Professional or any third party or user, and Alawha shall not have or hold any responsibility, liability or obligation in relation thereof.
4. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT ALAWHA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT WHATSOEVER INCURRED AS THE RESULT OF ANY SUCH TRANSACTION OR DEALINGS. IF THERE IS A DISPUTE BETWEEN USERS ON THE WEBSITE, OR BETWEEN USERS AND ANY THIRD PARTY, YOU ACKNOWLEDGE AND AGREE THAT ALAWHA IS UNDER NO OBLIGATION TO BE INVOLVED. IN THE EVENT THAT A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE USERS OR ANY THIRD PARTY, YOU HEREBY RELEASE ALAWHA, ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AND SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEABLE OR UNFORESEEABLE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE WEBSITE OR ANY SERVICE PROVIDED THEREUNDER.

16. Advertisements and Third Party Links

1. Aspects of the Website and other Alawha services may be supported by advertising revenue. As such, Alawha may display advertisements and promotions on the service. The manner, mode and extent of advertising by Alawha on the Website are subject to change and the appearance of advertisements on the Website does not necessarily imply endorsement by Alawha of any advertised products or services. You agree that Alawha shall

not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on the Website.

2. The Website may provide, or third parties may provide, links, contact forms and/or phone numbers to other websites or resources, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Website using your existing account and log-in credentials for such third-party websites. You acknowledge and agree that Alawha is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such websites or resources. Unless expressly stated on the Website, links to third-party sites should in no way be considered as or interpreted to be Alawha's endorsement of such third-party sites or any product or service offered through them.
3. We do not monitor or have any control over, and make no claim or representation regarding third party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a thirdparty website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party website.
4. You further acknowledge and agree that Alawha 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, advertising, product, goods or services available on or through any such website or resource. Once you leave our Website, these Terms and Conditions no longer govern you and you are advised to check the terms and conditions of those websites. You also acknowledge that it is your obligation to comply with any terms and conditions of any third parties that you may come into contact with either directly or indirectly through the use of the Website, and you accept all responsibility thereof. Your dealings and communications through the Website with any party other than Alawha are solely between you and such third party. Any complaints,

concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party

17. Disclaimer of Warranties, Limitation of Liability and Indemnities

1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. ALAWHA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO WARRANTIES AND/OR REPRESENTATIONS AND DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS WHETHER EXPRESS OR IMPLIED ARISING OR RESULTING FROM OR UNDER AND IN CONNECTION WITH THE WEBSITE AND FROM YOUR USE OR INABILITY TO USE THEREOF INCLUDING BUT NOT LIMITED TO:-

1. THE ACCURACY, COMPLETENESS, MERCHANTABILITY, SATISFACTORY QUALITY, UNINTERRUPTED OR ERROR-FREE SERVICE OR OPERATION, CONTINUITY AND AVAILABILITY OF SERVICE OR OPERATION, COMPATIBILITY AND USABILITY WITH THIRD PARTY OR OTHER SERVICES, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS OF THE WEBSITE OR ANY SERVICE THAT ALAWHA PROVIDES
2. ANY ERRORS, MISTAKES, OMISSIONS OR INACCURACIES IN ANY MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT, WHETHER POSTED, EMAILED, TRANSMITTED, SUBMITTED, ADVERTISED, OFFERED OR OTHERWISE MADE AVAILABLE IN THE WEBSITE (WHETHER BY ALAWHA OR ANY THIRD PARTY THROUGH THE WEBSITE);
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR ALAWHA'S SERVERS, DATA OR INFORMATION;
4. ANY CESSATION, TERMINATION OR DISTURBANCE OF TRANSMISSION TO OR FROM THE WEBSITE;
5. ANY COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER MALWARE OR BY TRESPASS OR BURDENING NETWORK CAPACITY WHETHER TRANSMITTED TO OR THROUGH THE

WEBSITE WHETHER DUE TO THE ACTIONS OF ANY THIRD PARTIES OR OTHERWISE;

6. ANY TRANSACTION OR TRANSMISSION BETWEEN YOU AND ANY THIRD PARTY PROVIDER OF PRODUCTS OR SERVICES OF ANY KIND IN ANY MEDIUM WHATSOEVER;

7. ANY HARASSMENT, ABUSE, STALKING, THREATENING, DEFAMATORY, OFFENSIVE, INFRINGING, VIOLATING OR ILLEGAL SUBMISSION, MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT BY ANY USER OF THE WEBSITE OR OTHERWISE.

2. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALAWHA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES OR ANY FORM OF DAMAGE, LOSS OR INJURY IN ANY FORM WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE IN TRANSMISSION OF DATA OR BUSINESS INTERRUPTION REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OR RESULTING FROM OR UNDER AND IN CONNECTION WITH THE WEBSITE AND FROM YOUR USE OR INABILITY TO USE THEREOF, INCLUDING BUT NOT LIMITED TO:-

1. THE ACCURACY, COMPLETENESS, MERCHANTABILITY, SATISFACTORY QUALITY, UNINTERRUPTED OR ERROR-FREE SERVICE OR OPERATION, CONTINUITY AND AVAILABILITY OF SERVICE OR OPERATION, COMPATIBILITY AND USABILITY WITH THIRD PARTY OR OTHER SERVICES, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS OF THE WEBSITE;

2. ANY ERRORS, MISTAKES, OMISSIONS OR INACCURACIES IN ANY MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT, WHETHER POSTED, EMAILED, TRANSMITTED, SUBMITTED, ADVERTISED, OFFERED OR OTHERWISE MADE AVAILABLE IN THE

WEBSITE (WHETHER BY ALAWHA OR ANY THIRD PARTY THROUGH THE WEBSITE, ANY WEBSITE, SUBMISSIONS OR ANY OTHER MEANS);

3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR ALAWHA'S SERVERS, DATA OR INFORMATION;
 4. ANY CESSATION, TERMINATION OR DISTURBANCE OF TRANSMISSION TO OR FROM THE WEBSITE;
 5. ANY COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER MALWARE OR BY TRESPASS OR BURDENING NETWORK CAPACITY WHETHER TRANSMITTED TO OR THROUGH THE WEBSITE WHETHER DUE TO THE ACTIONS OF ANY THIRD PARTIES OR OTHERWISE;
 6. ANY TRANSACTION OR TRANSMISSION BETWEEN YOU AND ANY THIRD PARTY PROVIDER OF PRODUCTS OR SERVICES OF ANY KIND IN ANY MEDIUM WHATSOEVER;
 7. ANY HARASSMENT, ABUSE, STALKING, THREATENING, DEFAMATORY, OFFENSIVE, INFRINGING, VIOLATING OR ILLEGAL SUBMISSION, MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT BY ANY USER OF THE WEBSITE OR OTHERWISE.
3. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW, ALAWHA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBTS AND/OR EXPENSES OF ANY NATURE WHATSOEVER ARISING FROM YOUR USE OF THE WEBSITE, YOUR BREACH AND/OR VIOLATION OF ANY TERM OF THESE TERMS OF USE, YOUR BREACH AND/OR VIOLATION OF ANY THIRD PARTY RIGHT OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO COPYRIGHT, INTELLECTUAL PROPERTY, PROPERTY AND/OR PRIVACY RIGHTS.

18. Fees and Taxes

1. Alawha reserves the right at its sole discretion to charge fees to Service Users and / or Service Professionals for the Alawha Service and the use of

the Website, including but not limited to fees for contacting Service Users, responding to requests from Service Users, or conducting transactions with Service Users through Alawha. Alawha reserves the right to charge fees for such facilities at its sole discretion and by using the Website, you agree to pay any such fees as Alawha may notify to you and prescribe from time to time.

2. Alawha acts solely as an online platform for Service Users to connect with Service Professionals for the purposes of transacting to respectively receive and provide Services. Alawha is not itself a Service Professional or a Service User, and is not responsible to account for or pay any tax or comply with any laws relating to tax or relevant compliance for any transaction, sale or service provided by any Service Professional to any Service User. You understand, acknowledge and agree that you are solely responsible for your own tax reporting and statutory compliance obligations.
3. Any fees that the Company may charge the Service Professional are due immediately and are refundable provided the Users and Service Professionals have satisfactorily completed Alawha's cancellation and refund process which apply to selected Services only. The Service Professionals and Users authorise Alawha to collect fees on their behalf. Fees for Services rendered excluding the software usage fee shall be released to the Service Professional on the 30th day of each month.
4. SERVICE PROFESSIONALS ACKNOWLEDGE THAT THE TOTAL AMOUNT OF FEES PAID TO SERVICE PROFESSIONALS BY THE USERS INCLUDES THE SOFTWARE USAGE FEE, WHICH YOU ARE COLLECTING ON BEHALF OF ALAWHA. SUCH SOFTWARE USAGE FEE SHALL BE DETERMINED BY ALAWHA AT ITS DISCRETION, FROM TIME TO TIME.
5. Alawha may, at its sole discretion, make promotional offers with different features and different rates to any of the Services Professionals or Users whereby these promotional offers shall accordingly be honored by you. Alawha may determine or change the fee as Alawha deems in its absolute discretion as necessary or appropriate for the business.

6. Users may choose to pay for the Services by cash and where available, by credit or debit card ("Card"), or bank transfer. In the event that the Users choose to pay for the Services by Card and the in the event the payment is received by Alawha after 24th day of the month, all payments due to Service Professionals for the Services will be channelled to Service Professionals in the agreed quantum on the 30th day of the next month.
7. Alawha retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where it reasonably believes the Users and Service Professionals to be in breach of the Terms and Conditions between the Service Professionals and Users and Alawha. In such an event, you shall not hold Alawha liable for any withholding of, delay in, suspension of or cancellation of, any payment to you.
8. You agree that you will cooperate in relation to any criminal investigation that is required and to assist Alawha in complying with any internal investigations, instructions from the authorities or requirements of prevailing laws or regulations in place.

19. Not Party / No Agency or Partnership

1. You hereby acknowledge and agree that Alawha is NOT a party to any oral or written agreement for Service or any agreement or contract entered into between Service Users and Service Professionals in connection with any Service offered, directly or indirectly, through the Website.
2. No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of the Website. You do not have any authority whatsoever to bind Alawha in any respect. All Service Professionals are independent of Alawha. Neither Alawha nor any users of the Website may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.

20. Entire Terms

The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by Alawha on the Website, shall constitute the entire agreement between you and Alawha concerning the Website. If any provision of

the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

21. Governing Law

These Terms of Use shall be governed by the laws of Malaysia and you agree to submit to the jurisdiction of the courts of Malaysia in the event of any claims or disputes.