

Terms & Conditions



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1. USE OF THE SITE(S)

ALIFPAY grants you a personal, revocable, non-exclusive, non-transferable, limited license to access and use the Website and the Content conditioned upon your compliance with these Terms and Conditions. The Website and the Content contained therein may be used solely for viewing and ad hoc non-commercial use.

You may not license, sublicense, transfer, sell, resell, publish, reproduce and/or otherwise redistribute the Website, including the Content or any component thereof in any manner (including, but not limited to, via or as part of any Internet site). You may not a) use the Content or any portion of the Website as part of any intranet or other internal network; b) create archival or derivative works based on the Content or any portion thereof; or c) modify, reverse-engineer,

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2. INTELLECTUAL PROPERTY RIGHTS AND UNLAWFUL USE

All proprietary rights (including, but not limited to, copyrights, trade secrets, database rights, trademark rights, rights to trade names, service marks and other product and service names and logos) which may be contained within the Website and any and all Content, including, but not limited to, all information, data, ratings and rating symbology, software, products and documentation contained or included therein, are and shall remain the sole and exclusive property of ALIFPAY and its supplier. The Website and any and all Content contained herein is protected by copyright in addition to other intellectual property laws. Any of the trademarks, service marks or logos (collectively, the “Marks”) displayed on the Website may be registered or unregistered marks of ALIFPAY or others. Nothing contained on the Website shall be construed as granting any license or right to use any of the Marks displayed on the Website unless the express written permission of ALIFPAY or a third-party owner of such Marks is obtained. The Website and the Content are compiled, prepared, revised, selected and arranged by ALIFPAY and its suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Website and any and all Content constitute valuable intellectual property of ALIFPAY and its suppliers. Copying of, use of, access to or distribution of the Website or any Content contained therein in breach of these Terms and Conditions may cause ALIFPAY and/or its suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach hereof by you may be enforced by ALIFPAY or its suppliers by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies. Any actual or attempted illegal or unauthorized uses of the Website, the Marks or any Content are strictly prohibited and ALIFPAY reserves its rights against such prohibition.

ALIFPAY does not in any manner warrant or represent that the materials on the Website, including any Content contained therein, are appropriate or available for use for any particular purposes and in any particular location. If you choose to access the Website including any Content therein, you do so on your own initiative and you are responsible for compliance with all applicable laws.

NOTE: For your protection, ALIFPAY reserves the right to view, monitor, and record activity on the Website in accordance with ALIFPAY's Privacy Policy, to the fullest extent permitted by applicable law. ALIFPAY hereby reserves the right to discontinue access to the Website either with or without notice if ALIFPAY has a reasonable basis to believe that a User is accessing or using any Content in violation of these Terms and Conditions, in addition to any other available rights and remedies.

3. ANTI-HACKING PROVISIONS

You expressly agree not to:

- use or attempt to use any “deep-link,” “scraper,” “robot,” “bot,” “spider,” “data-mining,” “computer code” or any other automated device, program, tool, algorithm, process, or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Website, any Content found on or accessed through the Website, or any User Content without the prior express written consent of ALIFPAY;
- obtain or attempt to obtain through any means any Content on the Website that has not been intentionally made publicly available, either by their public display on a Site or through their accessibility by a visible link on the Website;
- violate any measure employed to limit or prevent access to the Website or the Content;
- violate the security of the Website or attempt to gain unauthorized access to the Website, the Content, or data, materials, information, computer systems or networks connected to any ALIFPAY server, through hacking, password mining or any other means;
- interfere or attempt to interfere with the proper working of the Website or any activities conducted on or through the Website, including accessing any Content prior to the time that it is intended to be available to the public on the Website;
- take or attempt any action that, in the sole discretion of ALIFPAY, imposes or may impose an unreasonable or disproportionately large load or burden on the Website or the ALIFPAY infrastructure;
- misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

4. DISCLAIMER AND LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE (AND OUR AFFILIATES, LICENSORS, SUPPLIERS AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, ECONOMIC, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE NATURE OF THE ACTION, ARISING DIRECTLY OR INDIRECTLY, FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE YOUR USE OF WEBSITE. THESE LIMITATIONS SHALL WEBSITE TO THE FULLEST EXTENT PERMITTED BY LAW. BY ACCESSING OR USING WEBSITE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU HEREBY AGREE TO RELEASE AND FOREVER DISCHARGE US, AND OUR DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL OTHER RELATED PERSONS OR ENTITIES, FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, SUITS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF WEBSITE.

5. LINKS TO OTHER WEB SITES FROM THIS WEBSITE

You may, through hypertext or other computer links, gain access to web sites operated by persons other than ALIFPAY. Such hyperlinks are provided for your reference and convenience only and are the exclusive responsibility of the owners of each such web site. You agree that ALIFPAY is not responsible for the content or operation of such web sites, and that ALIFPAY shall have no liability to you or any other person or entity for the use of third-party web sites. Except as described below, a hyperlink from the Website to another web site does not imply or mean that ALIFPAY endorses the content on such web site or the operator or operations of such web site. You are solely responsible for determining the extent to which you may use any content at any other web sites to which you link from the Website.

As you browse through the Website you may access other web sites that are subject to different Terms and Conditions. When you use those other web sites, you may be legally bound by the specific Terms and Conditions posted on such web sites. If there is a conflict between these Terms and Conditions and other Terms and Conditions of such web sites, the Terms and Conditions of such web sites will govern with respect to your use of such web sites.

6. USER CONTENT

The User grants to ALIFPAY a perpetual, nonexclusive, irrevocable, fully paid, royalty-free, sublicensable and transferable (in whole or in part) worldwide right and license in any and all media, now known or later developed, to use, publish, reproduce, display, modify, transmit digitally, create derivative works based upon and otherwise exploit all material posted to or received through the Website by, from or on behalf of the User or anyone else using the User's account (other than third party material transmitted through private electronic mail) ("User Content") (including, without limitation, any names, voices, likenesses, performances and actions contained therein) for any purpose whatsoever (including, without limitation, advertising, commercial, promotional and publicity purposes) in ALIFPAY's discretion without notice, approval, attribution or consideration to you or to any other person or entity. You represent and warrant that you have all rights necessary to grant the foregoing license, that neither the permission nor consent of any other person or entity is required to enable ALIFPAY to legally use the User Content in accordance with this license; that all User Content provided to the Website by you or anyone else using your account complies with all applicable laws, rules and regulations; and that ALIFPAY's use of the User Content in accordance with this license will not violate or infringe upon the rights of any person or entity.

Users entering material into the Website are responsible for the content of that material. ALIFPAY does not have any responsibility for User Content, including the content of any messages or information posted by Users or others, or for the content of information accessible via direct or indirect hyperlinks from a Site. However, ALIFPAY retains the right, to review, edit or delete User Content that ALIFPAY deems to be illegal, offensive or otherwise inappropriate.

You may not input or distribute any material through the Website that is promotional in nature, including solicitations for funds or business, without the prior written authorization of ALIFPAY.

7. PRIVACY POLICY

Please see the ALIFPAY Privacy Policy for information on ALIFPAY's data collection and use practices with respect to the Website.

As part of access to portions of the Website, you may be required to provide certain information, such as, your name and email address. In addition, you may be required to select a username and password. You represent and warrant that any information you provide to ALIFPAY in connection with the Website shall be accurate and complete. You further agree to keep any passwords/user IDs in connection with the Website in strict confidence and promptly advise ALIFPAY of any actual or threatened unauthorized disclosure or misuse of the Website or any passwords/user IDs with respect to the Website that come to your attention. You shall cooperate with ALIFPAY in enforcing the restrictions and limitations set forth herein.

8. ADDITIONAL LEGAL TERMS

These Terms and Conditions constitute the entire agreement between the parties relating to the Website and supersedes any and all other agreements, oral or in writing, with respect to such Website. The failure of ALIFPAY to insist upon strict compliance with any term of these Terms and Conditions shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. To the fullest extent permitted by law, you shall indemnify, hold harmless and defend ALIFPAY and its suppliers from and against any and all costs, claims, damages or liabilities (including reasonable legal fees and court costs) arising out of any breach by you. These Terms and Conditions are personal to you, and you may not assign your rights or obligations to anyone. If any term or condition hereof is found by a court or jurisdiction to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant term shall be deemed deleted and the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law. These Terms and Conditions, your rights and obligations, and all actions contemplated by these Terms and Conditions shall be governed by the laws of Malaysia. The parties agree to submit to the jurisdiction of the courts in Malaysia for any dispute arising out of these Terms and Conditions.

9. CHANGES TO TERMS AND CONDITIONS

ALIFPAY may change these Terms and Conditions at any time without notice. Changes will be posted on the Website under "Terms and Conditions". Your access and use of the Website after any changes have been posted will constitute your agreement to the modified Terms and Conditions and any changes. Therefore, you should read these Terms and Conditions from time to time to be aware of any such changes.

10. HOW TO CONTACT US

If you have any questions or concerns about these Terms and Conditions, please contact ALIFPAY at +603-4265 4070 or admin@alifpay.com.my