

# 1. Terms of Service

goSMAC Sdn. Bhd., a Malaysia corporation, including its direct and indirect subsidiaries and affiliates or parent companies (“goSMAC”) develops mobile advertising and marketing technology platform for malls, brands and fans. goSMAC, its sites and mobile apps, including subsidiaries, affiliates and parent’s sites, its product sites (collectively referred to as the “Websites” or “Us”) and the products, services or applications provided via the internet through goSMAC Websites and Apps (“Services”), sets the following Terms of Use for its services (“Terms”). For additional details regarding the individual policies and guidelines of goSMAC’s services, please visit the applicable product/service page.

## 2. General

### 2.1 Acceptance of Terms

By visiting or using the Websites or Services you agree to be bound by these Terms. If you do not agree to any of these terms, please refrain from using the Websites and Services.

### 2.2 Modifications to Terms

goSMAC reserves the right to change or modify the Terms, [Privacy Policy](#), or Copyright Policy at any time. Posting the modified Terms, [Privacy Policy](#), or Copyright Policy on the Websites will affect to the revised terms. Your continued use of the Websites or Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, please refrain from using the Websites and Services.

### 2.3 Notice

goSMAC may post, from time to time, changes that are made to the Terms, [Privacy Policy](#) or other Website related services. Posting such announcements on the Websites or via email would be considered as an acceptable notification and would give effect to the changes.

### 2.4 Privacy

goSMAC has a strong commitment to protect the privacy of its users. The terms of our Privacy Policy are incorporated into, and considered part of, these Terms and must be accepted by you prior to your use of the Services. For more information regarding goSMAC’s privacy policy, read the [Privacy Policy](#).

## 3. Service

### 3.1 Description, User Account, Uses and Conduct

goSMAC provides technical platforms and solutions. Products and services include: goMall fan app (algorithmic platform for mobile advertising and marketing), goMall merchant app (algorithmic platform for malls and brands), and goMall portal. Our suite of services have been developed for malls, brands and fans.

### 3.2 Ability to Change Service

goSMAC retains the right to, at any time and without prior notice, suspend, discontinue, delete, modify, or remove any content or Service offered on the Websites without reason or liability. In addition, goSMAC may in the future charge for Services which are currently available for free.

## 4. User Accounts, Uses and Conduct

### 4.1 Restrictions on Use that Infringes Copyright

goSMAC is committed to protect copyright and intellectual propriety rights of owners of content. By using the Services the user of the goSMAC Websites or Services (“User”) agrees to strictly follow copyright law and agrees not to use the Services in any manner which might be in conflict with others’ rights. goSMAC does not approve of the use of the Services in any manner which will offend copyright owners or infringe the terms of use or copyrighted material or in the sites which host the original content.

### 4.2 Restrictions on Offensive or Illegal Use

goSMAC is committed to a legal, safe, friendly and equal environment. goSMAC strictly prohibits the use of the Services or any of its functionalities for offensive, illegal or harming purposes. You agree not to use the Websites or Services to create, edit, post, link to or share any content that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the right to privacy or any other illegal, offensive or inappropriate content. goSMAC reserves the right, on its sole discretion, to remove any content which deems to be illegal, offensive or inappropriate and to take action against the User, including, but not limited to, stopping the service.

### 4.3 Rights in Metadata

goSMAC may use the metadata which is created by use of the Services to enrich its User’s experiences and provide its Users and affiliates with useful information, in accord with its [Privacy Policy](#). The metadata is goSMAC’s property and manual or automated harvesting of the data from the Websites or Services directly, indirectly or in any other manner is strictly prohibited. goSMAC reserves the right to share the metadata with its partners and affiliates.

### 4.4 Termination

goSMAC reserves the right to, without prior notice, terminate a User account with or without the User violating these Terms. If your User account is terminated, your rights to use the Websites and Services will stop immediately. Termination is without prejudice to all other remedies available to goSMAC at law and under this agreement.

## 4.5 Inappropriate Content

goSMAC may review and delete any content that, in its sole judgment, violates this Agreement or may be offensive, illegal or violate the rights, harm, or threaten the safety of any User, or person not associated with the Websites or Services (collectively “Inappropriate Content”). You are solely responsible for the content that you make visible on the Websites or Services, on websites which have integrated goSMAC functionality or to any 3rd Party website or any other material or information that you transmit or share with other Users or unrelated 3rd parties via the Websites or Services.

## 4.6 Reporting Inappropriate Content

goSMAC prohibits certain content as described above. You should report any suspected violations in accordance with the goSMAC’s Copyright Content policy ([Privacy Policy](#)).

# 5. Limitation of Liability

## 5.1 Warranty Disclaimer and Limitation of Liability

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You agree that you are solely responsible for abiding by all laws and regulations that may be applicable to your use of Websites or services in your jurisdiction.

You agree that should any provision in these Terms of Use be found invalid, unlawful, or unenforceable, that provision shall not affect the validity or enforceability of the remaining provisions.

## 5.2 Indemnification

You agree to indemnify goSMAC, its existing or future subsidiaries, parents, affiliates, directors, employees or heirs for any harm or any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement, your Content, or use of the Websites or Services.

## 5.3 Third Party Content and Links

The Websites and Services contains links to other websites. goSMAC is not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Websites or made available through the Services do not imply approval or endorsement of the linked website by us. If you decide to leave our Website and access these third-party websites, you do so at your own risk.

Some of the hyperlinks on the Websites or made available through the Services may lead to other websites that are not controlled by, or affiliated with, goSMAC. In addition, other websites may link to the GoSMAC Websites or Services. GoSMAC has not reviewed these websites and is not responsible for the content or privacy policies of these websites.

## 5.4 Intellectual Property and Proprietary Rights

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## 5.5 Use of Comments and Submissions

All reviews, comments, feedback, suggestions, ideas, ratings and other submissions disclosed, submitted or offered to GoSMAC on or by its Websites or Services or otherwise disclosed, submitted or offered in connection with your use of this Websites or Services (collectively, the "Comments") shall be and remain GoSMAC's property. Such disclosure, submission or offer of any Comments shall constitute an assignment to GoSMAC of all worldwide right, title and interest in all copyright and other intellectual property rights in the Comments. GoSMAC shall not be limited in any way in its use or adaptation, commercial or otherwise, of any Comments. We are under no obligation to (1) maintain any Comments in confidence; (2) pay you any compensation for any Comments; or (3) to respond to any Comments.

You agree that no Comments submitted by you to the Websites or to GoSMAC will be, or contain, libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". We do not regularly review posted Comments, but we reserve the right (but not the obligation) to monitor and edit or remove any Comments at our sole discretion.

## 5.6 Marketing

By using the Website or Services, you hereby agree that GoSMAC may identify you as a GoSMAC customer or partner in any relevant list and may use your name and/or logo solely for such purpose in its marketing Materials. Any other uses of your name and/or logo not otherwise described or contemplated herein shall require your prior written consent.

## 5.7 Governing Law and Jurisdiction

This Agreement shall be treated as though it was executed and performed in the state of New York, NY, and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Any cause of action by you with respect to the Website or Services (and/or any information, documents, products or websites related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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