

TERMS OF SERVICE

Welcome to MySMARTOH Software as a Service! We're honoured to help you with your Digital Occupational Health management. Use of our online Occupational Health platform web site and any other services we offer ('Services') are subject to the following conditions Terms of Service ('Terms').

These terms were last revised 1st April 2020.

1. GENERAL

- 1.1 MySMARTOH reserves the right to vary these Terms from time to time. If there are changes to charges then they will be effective at least 30 days from posting to this same page.
- 1.2 Use of the service 30 days after posting of new Terms constitutes acceptance of the new Terms.
- 1.3 These Terms of Service supersede prior agreements.
- 1.4 This document is an electronic record & being generated by a computer system it does not require any physical or digital signatures.
- 1.5 This document is published to provide the rules and regulations, privacy policy and Terms of Use for access or usage of mysmartoh.com.
- 1.6 The domain name mysmartoh.com (hereinafter referred to as 'Website') is owned by OH Digital Solution SDH BHD (hereinafter referred to as 'Company').
- 1.7 MySMARTOH provides Services to Subscribers whose principal place of business is Malaysia.
- 1.8 MySMARTOH does not provide Services to Subscribers in other countries right from its inception.
- 1.9 You accept that features and functions may be removed over time and that may result in you moving to another system at your own expense.
- 1.10 You accept that MySMARTOH do not practice refund policy should you cancel your subscription for whatever reason.

2. DEFINITIONS

- 2.1 Access Authority — means the Subscriber and/or individuals who the Subscriber prescribes levels of access to your MySMARTOH Online Account and where the Subscriber has made available to those individuals the Email Address/Sign-in ID, Password and Organisation to allow them access for data entry, viewing data or obtaining reports.
- 2.2 Services — means the MySMARTOH Online Occupational Health platform accessed via the MySMARTOH.com website and also any other MySMARTOH Website, by Registration as a User and by signing on for use using Access Authority.

- 2.3 Password — means a confidential alphanumeric, being at least 8 characters long, which when used with other Access Authority information, gives access to Services User — means any person you nominate (if you choose to do so), from time to time, as part of any invite process or request via email to admin@mysmartoh.com to use the services available through the website.
- 2.4 We, us and/or our — means OH Digital Solution Sdn Bhd
- 2.5 You and/or your—means the Subscriber to the Services and includes a User when applicable. MySMARTOH Logo's — means any logo, brand, trademark, image we provide containing the MySMARTOH registered trademark, trading names and URLs registered or otherwise.
- 2.6 Add-on — Widgets, plug-ins, Web Applications, Software, Components, Integrations, Integrators, Connectors and/or any other technology that communicates, interacts or embeds MySMARTOH or is embedded in MySMARTOH.
- 2.7 Risk Event - Bugs, defects, performance issues, data breaches, data loss events that have some risk of occurrence over time. Noting that MySMARTOH invests lots of time and effort preventing these events through quality assurance, innovations and standard operating procedures throughout our business. You accept that MySMARTOH do not practice refund policy should you cancel your subscription for whatever reason.

3. SERVICES

- 3.1 You must provide all equipment necessary to make a connection to the Internet and pay any service fees to providers for access.
- 3.2 After gaining access to the Internet, you must obtain access to and pay for the use of Services. This is accomplished by registering as a MySMARTOH subscriber or by using any user id on the site provided by us or any third party.

4. PAYMENT

- 4.1 You agree to pay all Service Subscription fees MySMARTOH charges you for the Services when you sign-up.
- 4.2 You also agree to pay all Consulting or Professional Service Fees for staff services if any are specifically requested by you and provided by our staff.
- 4.3 You agree to pay all taxes applicable to your access, use or receipt of the Service, these will always be disclosed to you clearly in advance.
- 4.4 Our invoices will be generated electronically and transmitted by email. Payment is by cheque or online banking. We may enter into alternative payment conditions by mutual agreement.

- 4.5 If MySMARTOH are required to collect overdue fees from you, you agree to pay all reasonable costs (including legal fees), if any, incurred by MySMARTOH in collecting those overdue fees from you, and to pay a late charge on any overdue fees at our bank's business cheque account overdraft rates.
- 4.6 If you fail to pay your fees for Services by any reason, MySMARTOH reserves the right to restrict access to all files that belong to the unpaid Subscription.
- 4.7 You accept that when a Subscription is locked, all users of the affected files will be unable to view, edit or add any data to the file. Full access will be restored upon receipt of all accumulated unpaid Subscription fees.
- 4.8 You accept that MySMARTOH can transfer any locked file out of your subscription to another subscription owned by a Director or Trustee of the organisation that the file represents.
- 4.9 You accept that any voucher, coupon, discount or any other offer used by to pay for a Subscription in lieu of payment can only be used once.
- 4.10 Where there isn't an expiry identified on a voucher, coupon , discount or any other offer it is valid for only 30 days from the date of the offer or notice date.

5. SUBSCRIBING

- 5.1 You may subscribe to MySMARTOH Services by using the MySMARTOH website sign up page or fill up Order Form (i.e. online or offline). The sign up page or order form asks you to provide correct information about yourself or company, number of records required, to list the users who will have Access Authority and to maintain and update such information to keep it accurate and complete.
- 5.2 You may designate a number of users to have Access Authority (subject to your subscription package) and you may provide and assign access and passwords to such users.
- 5.3 We may suspend or terminate your account and refuse use of Services if you:
 - Provide any information (including a valid contact email address and phone number) that is false, misleading, inaccurate, not current or incomplete, or if MySMARTOH has reasonable grounds to believe that such information is false, misleading, inaccurate, not current or incomplete or any terms in this agreement are breached.
 - Are deemed to be abusive, including using language that is deemed to be abusive to staff. Such deeming shall be at the sole discretion of MySMARTOH.
 - Using MySMARTOH trials for educational, training, testing, reverse engineering, intellectual property discovery or any other reason not specifically for the purpose of trialing MySMARTOH for running your business or organisation. Such deeming shall be at the sole discretion of MySMARTOH.

- Any other reason we deem to be inappropriate or unintended use of MySMARTOH outside of the purpose we intended.
- You authorise MySMARTOH to use extracts from service related communication on our web site (typically on the testimonials page) and other material in text form and MySMARTOH may include your organisation name, market segment and a link to your website if you have provided one. This use is conditional on MySMARTOH excluding any material that may be deemed confidential, such deeming shall be at the sole discretion of MySMARTOH but will explicitly focus on service quality and Subscriber experience in use of our products and exclude financial or other transaction related information.

6. INFORMATION CONFIDENTIALITY

- 6.1 You agree that when Subscribing you will select a secure password eight (8) or more characters long that contains at least one letter and one number.
- 6.2 You accept responsibility for maintaining confidentiality of any password and other access information used by yourself and your authorised users who have Access Authority.
- 6.3 You acknowledge that the Internet is an open system and MySMARTOH cannot and does not warrant or guarantee that third parties cannot intercept your information.

7. COMMUNICATION BETWEEN YOU AND MYSMARTOH

- 7.1 MySMARTOH reserves the right to contact you by web page and operating systems notifications, email, post, skype, internet chat, text message or other means to communicate important information regarding the use of the Service and related products and services such as but not limited to third party Add-ons, widgets, components, connectors, plug-ins, applications and software.

8. YOUR REGULATORY RESPONSIBILITIES ARE NOT MYSMARTOH

- 8.1 Your Regulatory Responsibilities will vary from country to country and are your responsibility to identify and comply.
- 8.2 You accept that MySMARTOH may not comply, support, update or be registered for requirements specified to any regulatory authorities of countries we sell our Services in.
- 8.3 You agree to check information reported by our Services before using the information to prepare your reports and other regulatory, or legal reporting requirements.
- 8.4 You agree that MySMARTOH does not substitute your responsibility to comply with privacy and data protection laws of any country or economic zone.

9. YOU'RE NON TRANSFERABLE LICENSE

- 9.1 We grant you a non-transferable, non-exclusive and terminable right license to use the Services under these Terms.
- 9.2 You agree that title and ownership of the Services remain with us.
- 9.3 You agree not to copy (or allow a third party to copy), modify, create a derivative work, reverse engineer or reverse assemble, disassemble, or decompile the Software, or any other action to allow its whole or partial re-use by the Subscriber or others.
- 9.4 Title and ownership of data entered by the Subscriber, or those with Authorised Access to this data, remains with the Subscriber.
- 9.5 You are licensed for the number of users specified in the subscription plan to which you are a subscriber.
- 9.6 We agree that in the event of an upgrade, the License hereby granted shall automatically transfer to the new version.
- 9.7 You agree that all rights in respect of the original version shall lapse and no further use of same shall be permitted.
- 9.8 You agree that the License in this agreement is effective until suspended or terminated by us or by ceasing subscription payments.
- 9.9 In the event you choose to end your subscription service, you agree to export your data using the export functions provided in the service.
- 9.10 We reserve the right to charge you for time and materials if you request your data be exported by us rather than you doing this yourself.
- 9.11 You agree to use your best endeavours to ensure the safeguard of your Password(s) for your organisation in order to ensure there is no unauthorised access to, copying of, or collection of information from you data file and you indemnify MySMARTOH for any and all losses you may incur as a result of failing to safeguard your Password.

10. TERMINATING YOUR SERVICE

- 10.1 You may end the Service by exporting your data, deleting your file (in the manage subscription area) and if you pay by regular credit card charges you should delete that payment option also.
- 10.2 You agree once your subscribed record has been fully utilized, you may request to subscribe additional record within 90 days. Fail to comply this may result your service will be terminated and your data being scheduled for deletion after a safety period of 90 days.
- 10.3 Subscribers who terminate will not receive a refund for any unused portion of the Service.

11.MYSMARTOH GENERAL PRACTICES REGARDING USE OF SERVICES

- 11.1 We may establish general practices and limitations that apply to the use of the Service.
- 11.2 You accept that we may change these general practices and limits at any time, at our discretion.
- 11.3 You accept that we may disable accounts that are inactive for an extended period of time.
- 11.4 You accept that we may log off (also referred to as sign off or sign out) users who have been inactive for a reasonable period of time or for the purposes of conducting reasonable system maintenance and repairs.
- 11.5 You accept that we reserve the right to disable or change features of the service if those features are infrequently used by our users or at our discretion.

12.WEBSITE AND OTHER PUBLICATIONS (OUR CONTENT)

- 12.1 You assume all risks concerning the suitability and accuracy of the information within the web site and publications.
- 12.2 We may have inaccuracies or errors in our Content. We bear no responsibility for and disclaims all liability for any such inaccuracies, errors, or omissions in the web site and publications and in any other referenced or linked documents.
- 12.3 You accept that we will, from time to time, alter information in the web site which contains pricing, market information, and/or product specifications, and that these product offerings may not be relevant, suitable or available in your country.
- 12.4 You accept that links to other third-party sites can lead you to Content not under our control or responsibility and thus you accept that using such a third-party site is at your own risk.
- 12.5 You accept that the inclusion of any link does not imply that MySMARTOH is endorsing or is accepting responsibility for the content, products or services of third-party websites.
- 12.6 You agree to obtain professional advice rather than rely on Content we provide.

13.LIABILITY

- 13.1 You accept that use of the Services is at your risk.
- 13.2 You accept that MySMARTOH is not responsible for any adverse consequences arising out of the use of the Services.
- 13.3 You agree to indemnify, defend, and hold harmless MySMARTOH from and against any and all claims, proceedings, damages, liability and costs (including reasonable solicitors fees) incurred by MySMARTOH as a result of any claim arising from your violation of the Terms, State law or regulations, or any third party's rights including but not limited to infringement of copyright, violation of any proprietary right and invasion of privacy rights.

13.4 You accept that these obligations survive termination of the Service.

13.5 You accept that we will not accept liability for failures in providing Services which are outside normal usage or reasonably foreseeable including force majeure, natural disasters, acts of God, war, terrorism and civil disobedience.

14. DISCLAIMERS OF WARRANTIES

14.1 You accept that the Services (including all content, software, functions, and operational hosting services) are provided “as is”, without warranty of any kind.

14.2 MySMARTOH expressly disclaims all warranties of any kind, whether express or implied, including without limitation, title, security, accuracy, uninterrupted timely and error free service, errors in software will be corrected, service will meet user requirements, damages or injury caused by any failure of performance, computer virus, communication failure and unauthorised access.

15. PROPRIETARY AND CONFIDENTIAL INFORMATION

15.1 You acknowledge and agree that the Services may contain proprietary and confidential information that is protected by intellectual property and other laws.

15.2 You agree not to loan, modify, lease, sell, distribute or create derivative works based on the Service.

15.3 If you are an Adviser (i.e. examiner, consultant, etc.) you may procure and maintain the Service for your client by establishing and maintaining a Subscription containing their files. Otherwise, your client may establish a Subscription with MySMARTOH and set you up with Access Authority.

15.4 You agree not to use or display any MySMARTOH trademarks, logos, product and services names or other MySMARTOH material of any form (including any derivations) without our written approval or as described elsewhere in these Terms where you are a MySMARTOH Partner.

15.5 You may not assign, sell, distribute, lease, rent, lend, sub—license, or transfer the Subscription Services or this licence (subject to the prior written consent of MySMARTOH)

16. YOUR CONTENT AND DATA

16.1 We claim no intellectual property rights over the material submitted, posted or displayed via the Subscription Service. However, it may be used in anonymous aggregated form (where it is aggregated in part or full with other subscribers).

16.2 You accept that by setting any of your Content to be shared publicly that you allow others to view and share your Content.

- 16.3 Repeating, you accept that by letting your subscription expire, requesting your Subscription be closed or by failing to meet the Terms of Service that we may delete all your Content and Data permanently at a time or date of our choosing but not within 90 days of the expiry of your subscription.
- 16.4 You agree to MySMARTOH charging the catchup subscription period if you return seeking renewal after termination
- 16.5 You accept that MySMARTOH does not offer in it's Services to roll—back, recover or load any data from historical backups or archives. If we do this it is at our discretion and we may charge for this Service.
- 16.6 We do not claim that our data management practises (including but not limited to marking data for deletion, permanent data deletion, restoration, backup, indexing, retrieval, archiving, importing, exporting or other data copying, moving or protecting services) are appropriate for you.
- 16.7 You accept the responsibility of having your own practises to cover risk associated with our data management where you don't feel our practises are appropriate for you.
- 16.8 You accept that our practises for data management may change at our sole discretion at anytime and without notice.
- 16.9 You agree that we may use Communications with you (feedback, praise, criticisms, quotes, correspondence, support conversations and any other interactions with you) in our Content.
- 16.10 You agree this material we are permitted to use includes your Internet addresses (as email addresses and web addresses and any other forms including messaging) that you choose to supply us in any way as well as linking to those addresses such as your website from our website and reproducing carefully selected appropriate public material from your website including images, logos, brands and the like from your website on our testimonials website page and also in related places and materials both online and in other forms including directories that we publish.
- 16.11 You acknowledge you are not entitled to any payment for use of this material.

17.SUPPORT SERVICE

- 17.1 We provide supported plans which encompasses product use support and technical support where issues arise for the product such as defects.
- 17.2 We reserve the right to limit the time spent on email to 10 minutes or less for a single support enquiry.
- 17.3 We reserve the right not to provide Support Service even if it has been purchased if we deem the Support Service is being used in an unethical, abusive or fraudulent manner.
- 17.4 You accept that support is only available while an online service is current and paid in full.

- 17.5 You accept that any instruction we give you via our Support Service (and via any other method or service) is not legal advice.
- 17.6 You accept that any instruction we give you is general educational information that may or may not meet your specific requirements.
- 17.7 You accept that the Support Service is for basic usability and functionality queries and not for workflow, operational, or problem solving.
- 17.8 You agree that in reporting any defects to our Support Service, to be specific and provide at least one identifiable example of the defect.
- 17.9 You agree to allow us access to your data to troubleshoot or problem solve a defect.
- 17.10 You agree that Internet, network, hardware, software inquiries relating to third party providers are not resolved by MySMARTOH.
- 17.11 You agree that our Support Team will deem if the inquiry falls within the nature of the MySMARTOH Support Service.
- 17.12 You accept that Support Team availability and response times may be affected by email volumes, staff absence, server maintenance and upgrades relating to new releases.
- 17.13 You agree that our only support channel you are paying for is email, Callbacks, Skype, Chat, Social Networks, Messaging Apps, Screen share and other services may be used at our discretion but are not part of the official support service offered to trials and paid subscribers. For clarity, email is the only support channel you are entitled and pay for where support is offered in the plan you purchased.

18. PRIVACY POLICY

- 18.1 Your privacy is very important to us.
- 18.2 MySMARTOH's Privacy Policy relates to your personal information, collected by MySMARTOH as part of the Subscriber sign up process and your use of MySMARTOH services, and held by MySMARTOH as part of our day-to-day dealings with you.

19. FAIR PLAY PROMISE

- 19.1 Our Fair Play Promise is a policy that ensures MySMARTOH delivers you consistent value and service as a paying subscriber. We will:
- Limit the resources (such as disk space or other resources) you are allowed to use to a reasonable amount for the subscription level you are paying for.
 - Set the limit based on reasonable averages for other users like you.
 - Allow you to add users as long as the number of users added doesn't exceed a reasonable level of users when compared to the average number of active users we see per File across

all our Subscribers. Currently we provide users account per package subscribed, after which we reserve the right to request that you quote you a price for additional users should this need arise.

- Set limits for the common good in order to prevent one user inadvertently using excessive resources that should be shared with other users.
- Reserve the right to terminate service to you if you exceed your limits or abuse the service or our staff or communication channels in any way.
- Tell you well in advance (normally) if you breach any limits and we will give you the option of reducing your usage back below the limit or upgrading to a more appropriate plan.
- Be flexible and try to give you the benefit of the doubt so we will normally not prevent you operating if you breach limits briefly and return to within limits in a reasonable time.
- We reserve the right to vary prices or features for all Subscribers, including free file users, at any time but will always try to give you reasonable notice.
- Monitor your use of the system and ensure allocation of resources between user is fair using points which may be adjusted at our discretion in the event you abuse the system.

20.LIMITATION OF LIABILITIES

- 20.1 MySMARTOH shall not be liable to you or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not MySMARTOH has been advised or is aware of the possibility of such damages.
- 20.2 You agree and accept that building software is complicated and has risks. Accordingly, you agree that defects, data loss and data breaches are examples Risk Events that can occur from time to time. You agree not to hold MySMARTOH liable for any damages resulting from Risk Events. MySMARTOH's liability for all claims of any kind arising out of or relating to this agreement shall be limited solely to money damages and shall not exceed the amount of referral awards due to you.
- 20.3 MySMARTOH will not accept liability for failures in providing its Services which are outside normal usage or which occur due to force majeure, matters outside MySMARTOH's control or which are not reasonably foreseeable including an act of God, war, terrorism and civil disobedience. You or MySMARTOH may terminate this agreement at any time.
- 20.4 This Agreement will be construed and enforced in accordance with the laws of Malaysia without regard to its conflict of laws principles.
- 20.5 Venue for any dispute under this Agreement will be Kuala Lumpur, Malaysia.

- 20.6 MySMARTOH shall not be liable for, and is excused from, any failure to perform or for delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure of MySMARTOH' suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster, or labor disputes.
- 20.7 MySMARTOH reserves the right to change the Terms of Service of this Agreement at any time by posting the modified version on the portion of its web site.
- 20.8 You may not assign this Agreement or any of your rights or obligations under this Agreement, in whole or in part, without the express written consent of MySMARTOH.
- 20.9 Any notice made by MySMARTOH to you shall be deemed properly given and effective: (i) when reduced to writing and sent to the email address we have for you on record, OR (ii) fifteen (15) days after being posted to the portion of MySMARTOH's websites that relates to the MySMARTOH Partners.
- 20.10 Any notice made by you to MySMARTOH shall be deemed properly given and effective when reduced to writing and delivered to the Service Team email address being admin@mysmartoh.com
- 20.11 MySMARTOH also will no issue any refund to user for any kind of reason.

21. INDEPENDENT INVESTIGATIONS

- 21.1 You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Subscriber referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site.
- 21.2 You have independently evaluated the desirability of using MySMARTOH Services and you are not relying on any representation, guarantee, or statement other than as set forth in these Terms of Service.