

# Terms and Conditions

This Terms and Conditions agreement is effective as of 3<sup>rd</sup> August 2018.

## 1. Acceptance of Terms and Conditions

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS THOROUGHLY AND CAREFULLY.** These Terms and Conditions shall be deemed to include the Privacy Policy. The Terms and Conditions and the Privacy Policy constitute a legally-binding agreement between Trasso Sdn. Bhd. and you.

By downloading or using the app, i-fix you accept and agree that you have read, understood and agree to be bound by these Terms and Conditions. **IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DISCONTINUE FROM USING THE APP IMMEDIATELY.**

## 2. License to Access

Trasso Sdn. Bhd. hereby grants you a non-exclusive, revocable license to use the app, i-fix as set forth in these Terms and Conditions, provided, however that,

- You will not copy, distribute, or make derivative works of the website, [www.i-fix.io](http://www.i-fix.io) or the app, i-fix in any medium without the prior consent of Trasso Sdn. Bhd.;
- You will not modify or alter any part of the website, [www.i-fix.io](http://www.i-fix.io) or the app, i-fix other than may be reasonably necessary to use the website, [www.i-fix.io](http://www.i-fix.io) or the app, i-fix for its intended purposes;
- You will not attempt to extract the source code of the app, i-fix;
- You will not translate the app, i-fix into other languages; and
- You will otherwise act in accordance with these Terms and Conditions and with all applicable laws.

### **3. User Representation**

Use of the app, i-fix is only available to individuals who are at least eighteen (18) years old and can form legally binding contracts under the applicable law.

You represent, warrant and undertake that:

- You are at least eighteen (18) years of age;
- You have the authority to enter into and accept these Terms and Conditions;
- All registration information that you are required to submit is true and accurate;
- You will maintain the accuracy of such information submitted;
- Your use of the app, i-fix do not violate any applicable law or regulation; and
- You agree to make payment, if required, for any Services requested through the app, i-fix.

Your account under the app, i-fix may be terminated, deactivated or closed without warning if we believe that you are not at least eighteen (18) years of age or that you are not complying with any applicable federal, state or local laws, rules or regulations.

### **4. User Responsibility**

In order to provide our Services, the app, i-fix stores and processes personal data that you have provided to us. You are advised to ensure that your phone and access to the app remains secure. We therefore strongly encourage and recommend that you do not jailbreak or root your phone (which is the process of removing software restrictions and limitations imposed by the official operating system of your device). This may allow your phone to be vulnerable to malware/ viruses/ malicious programmes and may compromise your phone's security features. As a result, the app, i-fix may not be able to function as intended or at all.

You are advised and should be aware that Trasso Sdn. Bhd. will not take responsibility nor assume liability for using the app, i-fix, to connect with, or use a service obtained from a third party service provider via our Sites or Apps, you will be subject to that service provider or third party's terms and conditions of use, privacy policy, and security statement as negotiated by you and the third party. We therefore strongly encourage and advise you to read and review such policies and terms before proceeding with your respective cases and jobs.

Trasso Sdn. Bhd. does not in any way control, takes no responsibility and assumes no liability for any events that take place after Trasso Sdn. Bhd has connected you and any party other than Trasso Sdn. Bhd. including any user of the Site or App, the operators of any website to which the Site or App links, or third party service providers to whom you directly communicate to through Trasso Sdn.Bhd.

You are advised that your terms of the agreement with your mobile network provider will still apply if you're using the app, i-fix outside an area with Wi-Fi. Thus, you may be charged by your mobile network provider for the cost of the data for the duration of the connection while accessing the app, i-fix or other third party charges. By using the app, i-fix, you are accepting the responsibility for any such charges, including roaming data charges if you use the app, i-fix outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, i-fix, we will assume that you have received permission from the bill payer for using the app, i-fix.

You are also advised to constantly ensure that your device stays charged as Trasso Sdn. Bhd. will not take responsibility for your failure to access the app, i-fix and the Services provided.

Although, Trasso Sdn. Bhd. endeavours to ensure that the app, i-fix is updated and correct at all times, however, Trasso Sdn. Bhd does rely on third parties to provide information to them for it to be available to you. You are therefore advised that Trasso Sdn. Bhd. assumes no liability for any loss, direct or indirect, as a result of your reliance on the functionality of the app, i-fix.

## 5. User Content

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 app, i-fix including, but not limited to your, profile, the posting of your desired Service and the posting of any opinions or reviews in connection with the app, i-fix, the Service, the Service Professional or the user that,

- misrepresents the source of anything you post, including impersonation of another individual or entity or any false or inaccurate biographical information for any Service Professionals, 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;
- is intended to threaten, stalk, defame, defraud, degrade, victimize or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion; or to incite or encourage another to do so;
- 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;
- invades anyone's privacy by attempting to harvest, collect, store or publish private or personally identifiable information without their knowledge and/or consent;
- contains falsehoods or misrepresentations that could damage Trasso Sdn. Bhd. or any third party;
- is copyrighted, protected by 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 Trasso Sdn. Bhd. all of the license rights granted herein;

- distributes or contains viruses or any other technologies that may harm Trasso Sdn. Bhd., or the interests or property of Trasso Sdn. Bhd. users;
- is non-local or irrelevant content;

Trasso Sdn. Bhd. does not endorse any posts, or any opinion, recommendation, or advice provided by any users and Trasso Sdn. Bhd. expressly disclaims any and all liability in connection with the postings made by the user.

## **6. Modifications to the App, i-fix**

Trasso Sdn. Bhd. is committed to ensuring that the app, i-fix is as useful and efficient as possible. We therefore reserve the right, in its sole and absolute discretion, to make any changes or modifications to the app, i-fix or to charge for its Services, at any time and for any reason.

We will however, not charge you for the app, i-fix or its Services without making it clear or notifying you exactly what you're paying for.

We may also wish to update the app, i-fix. The app, i-fix is currently available on both the Android and iOS systems – the requirements for both systems (and for any additional systems that we do decide to extend the availability of the app, i-fix to) may change, and you will need to download the updates if you wish to continue using the app, i-fix. Trasso Sdn. Bhd. cannot promise and do not guarantee that it will always update the app, i-fix in order for it to be relevant to you and/or that it works with the Android/iOS version that you have installed on your device.

## **7. Termination of the app, i-fix**

Trasso Sdn. Bhd. reserves the right, in its sole and absolute discretion, to terminate the app, i-fix, temporarily or permanently, and with or without notice at any time. Unless you are told otherwise, upon any termination,

- The rights and licenses granted to you will end;
- You must stop using the app, i-fix; and
- You must delete the app, i-fix from your device (if needed).

You agree to indemnify and hold Trasso Sdn. Bhd, 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.

## **8. Intellectual Property Rights**

The content on the app, i-fix, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trade marks, service marks, and logos contained therein ("Marks") are owned by Trasso Sdn. Bhd, subject to copyright and other intellectual property rights under applicable laws and international conventions. Trasso Sdn. Bhd. owns and retains all rights in such Data and Marks.

Data on the app, i-fix is provided to you as is 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 consent of Trasso Sdn. Bhd.

Trasso Sdn. Bhd. does not permit copyright infringing activities and infringement of intellectual property rights on the app, i-fix, and Trasso Sdn. Bhd. will remove any Data or posts made by the users 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. Trasso Sdn. Bhd. may take any action or steps it deems fit in its sole discretion against such infringer.

Trasso Sdn. Bhd. reserves all rights not expressly granted in and to the app, i-fix and the Data. You agree not to use, copy or distribute, any of the Data other than as expressly permitted herein for any commercial purpose.

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 app, i-fix or features that prevent or restrict use or copying of any Data or enforce limitations on use of the app, i-fix or the Data therein.

## **9. Disclaimer of Warranties, Limitation of Liability and Indemnities**

### **Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE APP, I-FIX SHALL BE AT YOUR OWN RISK. TRASSO SDN. BHD., AND ITS OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUCCESSOR, ASSIGNS, DIRECTORS, AGENTS, SUPPLIERS, AND EMPLOYEES MAKE NO WARRANTIES, REPRESENTATIONS OR GURANTIES AND DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS WHETHER EXPRESS OR IMPLIED ARISING OR RESULTING FROM OR UNDER AND IN CONNECTION WITH THE APP, I-FIX AND FROM YOUR USE OR INABILITY TO USE THEREOF INCLUDING, BUT NOT LIMITED TO,

- THE ACCURACY, SUITABILITY, SATISFACTORY QUALITY, COMPLETENESS OF ANY INFORMATION CONTAINED OR PRESENTED OR SERVICES PROVIDED IN THE APP, I-FIX, INCLUDING INFORMATION PRESENTED OR SERVICES PROVIDED BY OTHER THIRD PARTIES.

- ANY ERRORS, MISTAKES, OMISSIONS OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION WHETHER POSTED, EMAILED, TRANSMITTED, SUBMITTED, ADVERTISED, OR OTHERWISE MADE AVAILABLE IN THE APP, I-FIX;
- ANY INTERRUPTION, DISTURBANCE, CESSATION AND TERMINATION OF TRANSMISSION TO OR FROM THE APP, I-FIX;
- ANY UNAUTHORIZED ACCESS TO OR USE OF THE APP, I-FIX, TRASSO SDN BHD'S DATA OR INFORMATION;
- ANY HARRASSMENT, ABUSE, STALKING, THREATENING, DEFAMATORY, OFFENSIVE, INFIRINGING, VIOLATING OR ILLEGAL SUBMISSION, MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT BY ANY USER OF THE APP, I-FIX OR OTHERWISE;
- ANY MALWARE, VIRUSES, MALICIOUS PROGRAMMES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP, I-FIX OR BY ANY THIRD PARTY;
- ANY TRANSACTIONS BETWEEN YOU AND ANY PARTY INCLUDING THIRD PARTY PROVIDER OF SERVICES OF ANY KIND IN ANY MEDIUM.

### **Limitation of Liability**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL TRASSO SDN BHD, OR ITS OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUCCESSOR, ASSIGNS, DIRECTORS, AGENTS, SUPPLIERS, AND EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OR RESULTING FROM OR UNDER AND IN CONNECTION WITH APP, I-FIX AND FROM YOUR USE OR INABILITY TO USE THEREOF INCLUDING, BUT NOT LIMITED TO,

- THE ACCURACY, SUITABILITY, SATISFACTORY QUALITY, COMPLETENESS OF ANY INFORMATION CONTAINED OR PRESENTED



OR SERVICES PROVIDED IN THE APP, I-FIX, INCLUDING INFORMATION PRESENTED OR SERVICES PROVIDED BY OTHER THIRD PARTIES.

- ANY ERRORS, MISTAKES, OMISSIONS OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION WHETHER POSTED, EMAILED, TRANSMITTED, SUBMITTED, ADVERTISED, OR OTHERWISE MADE AVAILABLE IN THE APP, I-FIX;
- ANY INTERRUPTION, DISTURBANCE, CESSATION AND TERMINATION OF TRANSMISSION TO OR FROM THE APP, I-FIX;
- ANY UNAUTHORIZED ACCESS TO OR USE OF THE APP, I-FIX, TRASSO SDN BHD'S DATA OR INFORMATION;
- ANY HARRASSMENT, ABUSE, STALKING, THREATENING, DEFAMATORY, OFFENSIVE, INFIRINGING, VIOLATING OR ILLEGAL SUBMISSION, MATERIAL, CONTENT, MESSAGE, TRANSMISSION OR ACT BY ANY USER OF THE APP, I-FIX OR OTHERWISE;
- ANY MALWARE, VIRUSES, MALICIOUS PROGRAMMES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP, I-FIX OR BY ANY THIRD PARTY;
- ANY TRANSACTIONS BETWEEN YOU AND ANY PARTY INCLUDING THIRD PARTY PROVIDER OF SERVICES OF ANY KIND IN ANY MEDIUM.

### **Force Majeure**

Trasso Sdn. Bhd. and you shall not be liable to the other for any delay or failure in performance under the Terms and Conditions, other than payment obligations arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies or national disasters.

## **Indemnification**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRASSO SDN. BHD. AND ITS OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUCCESSOR, ASSIGNS, DIRECTORS, AGENTS, SUPPLIERS, AND EMPLOYEES 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, ACCESS TO AND PARTICIPATION IN THE APP, I-FIX; YOUR BREACH AND/ OR VIOLATION OF ANY PROVISION IN THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY AND/OR ANY VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING, BUT NOT LIMITED TO, ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY AND/OR PRIVACY RIGHT.

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU SHALL RELEASE TRASSO SDN BHD (AND ITS OFFICERS, MANAGERS, MEMBERS, AFFILIATES, SUCCESSOR, ASSIGNS, DIRECTORS, AGENTS, SUPPLIERS, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS, AND DEMANDS OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE APP.

## **10. Modifications to the Terms and Conditions**

Trasso Sdn. Bhd. reserves the right, in its sole and absolute discretion, to change, modify, update or otherwise amend the Terms and Conditions, and any other documents incorporated by reference at any time. You are therefore advised to review these Terms and Conditions periodically for any changes. These changes are effective immediately after they are posted on this page.

Your use of the app, i-fix, following any amendments of the Terms and Conditions will signify your assent to and acceptance of any revised Terms and Conditions. If you do not agree to abide by these or any future Terms and Conditions, please do not use or access the app, i-fix.

## **11. Entire Terms and Conditions**

The Terms and Conditions, together with the Privacy Policy and any other Additional Policies or documents published by Trasso Sdn. Bhd. on the app, i-fix shall constitute the entire agreement between you and Trasso Sdn. Bhd. concerning the app, i-fix. If any provision of the Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provisions shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

## **12. Governing Law**

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

## **13. Contact Us**

Should you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at [admin@i-fix.io](mailto:admin@i-fix.io)

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