

TERMS AND CONDITIONS WINNGOO PAGES MALAYSIA

1. LEGAL NATURE OF THIS AGREEMENT

1.1 These Terms and Conditions (“Terms”, “Agreement”) constitute a **legally binding contract** between:

- Winngoo Pages Malaysia, whether operating through a parent company, affiliate entity, branch, or licensed representative (“the Company”, “we”, “us”, “our”), and
- any individual, natural person, business entity, corporate user, advertiser, agent, reseller, or other party accessing or using the Platform (“User”, “you”, “your”).

1.2 This Agreement **governs the use of**:

- the Winngoo website and subdomains
- mobile websites and applications
- software interfaces, APIs, plugins
- tools, communication systems, portals
- services provided online or offline relating to the Platform

(collectively referred to as the “Platform”).

1.3 By accessing, downloading, registering, browsing, or otherwise using the Platform:

- you acknowledge that you have **read and understood** these Terms,
- you agree to be **legally bound** by them,
- you agree to comply with all applicable laws and regulations in Malaysia.

1.4 If you do not agree to these Terms, **do not access or use the Platform**.

1.5 This Agreement is made pursuant to the governing laws of Malaysia including, without limitation:

- the Contracts Act 1950
- the Consumer Protection Act 1999
- the Personal Data Protection Act 2010 (PDPA)
- the Communications and Multimedia Act 1998
- the Electronic Commerce Act 2006
- any subsidiary legislation, rules, directives, guidelines or governmental circulars issued from time to time.

1.6 The Platform may be operated by a locally registered entity or through international affiliates. Users acknowledge that the Platform may utilize servers, technologies, or resources located outside Malaysia.

2. DEFINITIONS AND INTERPRETATION

For purposes of this Agreement, the following terms shall bear the meanings assigned below:

2.1 “Account” means a registered user profile created on the Platform.

2.2 “Business Listing” means profile information regarding products, services, or businesses displayed on the Platform.

2.3 “Content” includes all text, images, graphics, reviews, ratings, audio, video, software code, data compilations, digital files, advertisements, links, or other information, whether provided by us, Users, or third parties.

2.4 “Charges” or “Fees” include subscription fees, advertising fees, commissions, listing fees, service fees, processing charges, or any amount payable under this Agreement.

2.5 “User Data” means any personal or business information submitted by Users.

2.6 “Paid Service” means any feature requiring monetary consideration.

2.7 “Force Majeure Event” means events beyond reasonable control including acts of God, natural disasters, strikes, acts of government, etc.

2.8 “Intellectual Property Rights” includes copyrights, trademarks, patents, trade secrets, design rights, goodwill, or proprietary rights under Malaysian or international laws.

2.9 “Minor” refers to any person below the age of eighteen (18) years.

2.10 “Service Provider” means any business registered on the Platform providing services to end-users.

2.11 “User Generated Content” means reviews, comments, images, listings, business descriptions, messages, and any other material uploaded by Users.

2.12 “Verification” means authentication processes carried out by the Company which may include document checks, call verification, OTP verification, email verification, or third-party verification.

3. ACCEPTANCE OF TERMS

3.1 Your continued access or use constitutes acceptance of these Terms.

3.2 The Company reserves the right to:

- amend,
- modify,
- suspend,
- update,
- replace

any part of these Terms at any time without prior notice, unless otherwise required by law.

3.3 Updated Terms become effective upon publication on the Platform.

3.4 It is your responsibility to regularly review the Terms. Continued use after amendments signifies acceptance.

3.5 If you disagree with modified Terms, your sole remedy is to discontinue use and delete your Account.

4. SCOPE OF THE PLATFORM AND NATURE OF SERVICES

4.1 The Platform primarily functions as:

- a digital directory of businesses and services in Malaysia;
- a search, discovery and connection platform for Users to contact businesses;
- an advertising and promotional medium for businesses;
- a content hosting platform for listings, ratings and reviews.

4.2 The Company:

- is **not a party** to transactions between Users and Service Providers,
- does not provide products or services listed by third parties,
- does not guarantee outcomes of any commercial transactions,
- does not act as agent, partner, employer, or representative of Users unless expressly stated.

4.3 Users acknowledge that:

- businesses listed are independent entities,
- services provided are solely their responsibility,
- any disputes must primarily be resolved between Users and such businesses.

5. ELIGIBILITY REQUIREMENTS

5.1 Individual Users must:

- be at least 18 years old,
- possess legal capacity under Malaysian law,
- not be barred from contracting by any court order.

5.2 Business Users must ensure:

- valid registration under Malaysian law,
- possession of required licenses/permits,
- legal authority of the person creating the account on behalf of the entity.

5.3 The Company reserves the right to:

- request proof of age or identity,

- reject registrations without assigning reasons,
- disable access where eligibility is not met.

6. ACCOUNT REGISTRATION AND SECURITY

6.1 You may need to create an Account to access certain services.

6.2 You agree to:

- provide accurate and truthful information,
- promptly update any changes,
- maintain confidentiality of login credentials,
- accept full responsibility for activity under your Account.

6.3 You must immediately notify us in case of:

- unauthorized access,
- suspected security breach,
- loss or theft of credentials.

6.4 The Company shall not be liable for loss or damage arising from unauthorized use of Accounts.

6.5 The Company may suspend or terminate Accounts if:

- false information is provided,
- misuse or fraud is detected,
- Terms are violated,
- required documents are not provided.

7. USER RESPONSIBILITIES AND CONDUCT

7.1 Users shall not:

- upload unlawful, defamatory, obscene, fraudulent, or misleading content;
- impersonate any person or entity;
- infringe privacy or intellectual property rights;
- post spam, unsolicited communications or advertisements;
- introduce viruses, malicious code, data scraping or automated crawling;
- interfere with Platform operations or security systems.

7.2 Users agree to use the Platform solely for lawful purposes consistent with these Terms.

7.3 Any violation may result in:

- content removal,

- account suspension or termination,
- reporting to authorities,
- civil claims for damages.

8. BUSINESS LISTINGS AND SERVICE PROVIDER OBLIGATIONS

8.1 Businesses must ensure:

- accuracy of their listings,
- lawful nature of products/services,
- compliance with industry regulations.

8.2 Businesses warrant that uploaded material:

- does not infringe third-party rights,
- is not false or deceptive,
- does not violate advertising or consumer laws.

8.3 The Company may:

- request proof of licenses,
- verify accuracy,
- reject or modify listings,
- categorize, reclassify or de-duplicate listings.

8.4 Businesses are solely responsible for:

- dealings with customers,
- pricing,
- delivery or service quality,
- tax compliance,
- consumer complaints or refunds.

9. FEES, CHARGES, AND PAYMENT TERMS

9.1 The Company may provide both free and paid services on the Platform. Access to certain features, enhanced visibility, advertising slots, premium listings, verification badges, analytics tools, or promotional placements may require payment of Fees.

9.2 All Fees shall be quoted in **Malaysian Ringgit (MYR)** unless otherwise stated.

9.3 Users agree that:

- all Fees are payable in advance unless expressly stated otherwise,
- Fees are non-refundable except where required by law or expressly permitted herein,
- the Company may revise pricing at any time,

- applicable taxes, GST or SST (if any) shall be borne by the User.

9.4 Payments may be processed using:

- credit cards, debit cards,
- online banking services,
- e-wallets,
- third-party payment gateways.

9.5 Users agree to abide by the terms of such payment processors, and acknowledge that:

- the Company is not responsible for delays, errors, or failures of third-party payment systems,
- chargebacks or reversals may result in suspension of services,
- additional verification may be required in case of suspicious transactions.

9.6 Invoices and receipts shall be issued electronically unless written hard copies are specifically required and subject to additional charges.

9.7 In the event of non-payment or delayed payment:

- the Company reserves the right to suspend or terminate services,
- late payment interest may be charged at the maximum rate permitted by law,
- debt recovery expenses may be charged to the User.

10. SUBSCRIPTIONS, AUTO-RENEWAL AND CANCELLATION

10.1 Certain services on the Platform may be offered on a subscription basis.

10.2 By subscribing, Users authorize the Company to:

- automatically renew the subscription upon expiration, and
- automatically debit the applicable Fees using saved payment methods.

10.3 Users may cancel subscriptions by following cancellation procedures available on the Platform; however:

- cancellation will only take effect at the end of the current billing cycle,
- partial-period refunds shall not be provided unless required by Malaysian law.

10.4 The Company may discontinue subscription plans, modify features, or change renewal periods upon reasonable notice.

10.5 If renewal payment fails:

- the subscription may lapse,
- premium features may cease,
- the listing may revert to basic plans.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Platform and all associated content, including but not limited to:

- software,
- design, layout, and user interface,
- logos, trade names, and trademarks,
- databases and compilations,
- text, graphics, audio-visual material,

are protected under Malaysian copyright, trademark, and other intellectual property laws.

11.2 Except as permitted by these Terms, Users shall not:

- reproduce, copy, modify, adapt, translate,
- distribute, sell, license, or commercially exploit any portion of the Platform,
- reverse engineer, decompile, or disassemble software components.

11.3 All goodwill arising from use of trademarks belongs exclusively to the Company.

11.4 Users retain ownership rights over content they upload but grant the Company an **irrevocable, perpetual, worldwide, royalty-free, sublicensable license** to:

- use, host, store, reproduce, modify, publish,
- display publicly, distribute or create derivative works,

for purposes related to Platform operation, marketing, and improvement.

11.5 Users warrant that they possess legal rights to all content they upload and indemnify the Company against intellectual property claims arising therefrom.

12. USER-GENERATED CONTENT

12.1 User-Generated Content includes but is not limited to:

- business descriptions and profiles,
- images, photographs, graphics and logos,
- ratings, reviews, comments, messages,
- documents or promotional materials.

12.2 Users are solely responsible for their content. The Company:

- does not endorse,
- does not verify accuracy,
- is not liable for loss arising from User content.

12.3 Users agree not to upload content that is:

- defamatory, offensive, obscene, or hateful,
- deceptive or misleading,
- infringing copyright or trademark rights,
- in violation of PDPA or privacy laws,
- in breach of advertising or consumer regulations,
- promoting illegal goods or services.

12.4 The Company reserves the right to:

- filter, monitor, pre-screen or remove content,
- block or restrict access,
- report unlawful content to authorities.

12.5 Users consent that deletion of accounts does not automatically remove previously published content where retention is required for:

- legal compliance,
- dispute resolution,
- audit obligations.

13. REVIEWS, RATINGS, AND FEEDBACK POLICY

13.1 The Platform may enable Users to submit reviews and ratings of businesses or services.

13.2 By posting a review, the User affirms that it:

- is based on genuine personal experience,
- is truthful and not misleading,
- does not contain abusive, vulgar, or discriminatory language.

13.3 The Company reserves the right to:

- remove or edit reviews,
- hide ratings suspected as fraudulent,
- suspend accounts engaged in manipulation.

13.4 Businesses are prohibited from:

- posting reviews about themselves,
- offering incentives for positive reviews,
- threatening or coercing Users to remove negative reviews,
- writing false reviews about competitors.

13.5 Feedback submitted by Users may be used by the Company for:

- service improvement,

- marketing and testimonials,
- analytics and reporting.

14. PROHIBITED ACTIVITIES

Without limitation, Users shall not:

- a. use the Platform to conduct unlawful activities;
- b. operate pyramid schemes, scams, or fraudulent promotions;
- c. collect personal data of others without consent;
- d. exploit minors or vulnerable persons;
- e. upload harmful software or engage in hacking;
- f. bypass access controls or use automated bots;
- g. interfere with Platform performance;
- h. falsely claim affiliation with the Company.

Violation may result in immediate suspension and reporting to enforcement authorities.

15. DATA PROTECTION AND PRIVACY COMPLIANCE

15.1 The Company shall process personal data in accordance with the **Personal Data Protection Act 2010 (PDPA)** and its subsidiary regulations.

15.2 Users consent to the collection, use, storage, transfer, and processing of personal data as described in the Privacy Policy.

15.3 Data may be used for:

- account creation and verification,
- service provision and customer support,
- analytics, improvement and research,
- fraud detection and security,
- marketing communications where consent is provided.

15.4 Users may exercise PDPA rights, including:

- access requests,
- correction requests,
- withdrawal of consent,
- limitation of processing, subject to legal exceptions.

15.5 The Company may store or process data in or outside Malaysia subject to reasonable safeguards.

16. SECURITY MEASURES

16.1 The Company employs commercially reasonable measures to safeguard data including encryption, access controls, monitoring systems, and security protocols.

16.2 Users acknowledge that:

- no system is entirely free from breach,
- transmission of data over the internet carries inherent risks,
- the Company is not liable for security incidents beyond reasonable control.

16.3 In the event of suspected breach:

- remedial actions shall be taken,
- Users may be notified where legally required,
- authorities may be informed where necessary.

17. THIRD-PARTY SERVICES AND LINKS

17.1 The Platform may contain:

- hyperlinks to third-party websites,
- integrations with third-party tools,
- advertisements or sponsored content.

17.2 The Company does not:

- control third-party sites,
- endorse their content,
- assume liability for losses arising therefrom.

17.3 Users are responsible for reviewing terms of third-party services before engaging with them.

18. DISCLAIMER OF WARRANTIES

18.1 The Platform is provided on an **“as is” and “as available”** basis.

18.2 To the fullest extent permitted by law, the Company disclaims all express or implied warranties including but not limited to:

- merchantability,
- fitness for a particular purpose,
- non-infringement,
- accuracy, reliability, or completeness of content.

18.3 The Company does not warrant that:

- the Platform will be uninterrupted or error-free,
- defects will always be corrected,
- servers or communications will be secure or virus-free,
- business outcomes or revenues are guaranteed.

19. LIMITATION OF LIABILITY

19.1 To the maximum extent permitted under Malaysian law, the Company shall not be liable for:

- loss of profits, revenue, contracts, or business opportunities,
- loss of data or corruption,
- indirect, consequential, incidental, punitive, or exemplary damages,
- reliance losses arising from content, reviews, or listings.

19.2 Where liability cannot be excluded, total aggregate liability shall not exceed:

- the total Fees paid by the User in the preceding twelve (12) months; or
- RM 1,000,

whichever is lower.

19.3 Nothing in these Terms shall limit liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation,
- other areas which cannot be excluded by Malaysian law.

20. INDEMNITY

20.1 Users agree to indemnify, defend and hold harmless the Company, its directors, officers, employees, agents, and affiliates from any claims, damages, liabilities, penalties, costs and expenses arising from:

- breach of these Terms,
- misuse of the Platform,
- violation of intellectual property rights,
- violation of laws or regulations,
- disputes with other Users or businesses,
- uploaded content or advertisements.

20.2 The Company may assume exclusive defence at its own discretion while Users remain responsible for associated costs.

21. SUSPENSION, RESTRICTION AND TERMINATION OF ACCESS

21.1 The Company reserves the sole and absolute right, without prior notice, to:

- suspend, restrict, or terminate any User Account,
- limit access to specific features or services,
- remove or disable any content or listing,

where the Company reasonably believes that:

- these Terms have been breached,
- fraudulent or suspicious activity has occurred,
- legal or regulatory obligations require such action,
- the security or integrity of the Platform is threatened,
- complaints from Users indicate misuse or misconduct.

21.2 Suspension or termination may be temporary or permanent.

21.3 Upon termination:

- all rights granted under these Terms shall immediately cease,
- access to premium or paid features shall terminate,
- outstanding Fees remain payable,
- content may be retained for legal or enforcement purposes.

21.4 Users may terminate their own Accounts by following Platform procedures. However:

- certain data may continue to be retained as required by law,
- termination does not extinguish accrued obligations,
- the Company is not required to provide archived data post-termination.

22. FORCE MAJEURE

22.1 The Company shall not be held liable for any delay, failure, or interruption in performance caused directly or indirectly by a **Force Majeure Event**, including but not limited to:

- natural disasters, floods, fires, earthquakes, storms,
- war, terrorism, riots, civil unrest, strikes, lockouts,
- epidemics, pandemics, government restrictions,
- power failures, telecommunication breakdowns, internet failures,
- acts or omissions of third-party service providers.

22.2 During a Force Majeure Event:

- obligations shall be suspended to the extent affected,

- time for performance shall be extended for the duration of the event.

22.3 If the event continues beyond ninety (90) days, either party may terminate the Agreement without penalty.

23. COMPLIANCE WITH LAWS AND REGULATORY REQUIREMENTS

23.1 Users agree to comply with all applicable Malaysian laws, including:

- Consumer Protection Act 1999
- Communications and Multimedia Act 1998
- Electronic Commerce Act 2006
- Trade Descriptions Act 2011
- Competition Act 2010
- Personal Data Protection Act 2010
- relevant sector-specific licensing regulations.

23.2 Businesses shall bear sole responsibility for obtaining:

- business licenses,
- e-commerce approvals,
- permits or regulatory clearances,

required for lawful operation in Malaysia.

23.3 The Company reserves the right to:

- request evidence of compliance,
- report violations to authorities,
- cooperate with regulators and law enforcement agencies.

24. DISPUTE RESOLUTION

24.1 The Company encourages Users to resolve disputes amicably in the first instance.

24.2 In the event of disagreement between:

- Users and businesses,
- Users amongst themselves,
- Users and the Company,

the parties may seek internal mediation by contacting customer support.

24.3 If unresolved, disputes shall be subject to **the laws of Malaysia**.

24.4 You agree to submit to the **exclusive jurisdiction of the courts of Malaysia**.

24.5 Nothing in this clause limits the Company's right to seek **injunctive or equitable relief** where necessary to protect intellectual property or confidential information.

25. ELECTRONIC COMMUNICATIONS AND NOTICES

25.1 By using the Platform, Users consent to receiving communications electronically, which may include:

- emails,
- SMS messages,
- in-app notifications,
- push notifications,
- announcements on the Platform.

25.2 Electronic communications shall be considered received:

- upon transmission to the registered email address, or
- upon publication on the Platform.

25.3 Official legal notices to the Company must be delivered in writing to the registered business address or official email specified on the Platform.

26. CONFIDENTIALITY

26.1 Users may gain access to non-public information including:

- business strategies,
- technical data,
- pricing structures,
- customer information,
- internal processes.

26.2 Users agree to:

- treat such information as confidential,
- not disclose it to third parties without authorization,
- use it only for purposes consistent with the Platform.

26.3 Confidentiality obligations shall survive termination of this Agreement.

27. ANTI-SPAM, ANTI-FRAUD AND SECURITY COMPLIANCE

27.1 Users are strictly prohibited from:

- sending unsolicited messages or spam,
- harvesting email addresses or contact details,

- carrying out phishing or social engineering attacks,
- operating Ponzi or pyramid schemes,
- misrepresenting identity.

27.2 The Company employs fraud detection tools and reserves the right to:

- block suspicious transactions,
- require identity verification,
- share information with law enforcement agencies.

27.3 Users acknowledge that fraudulent actions may lead to:

- civil liability,
- criminal prosecution,
- forfeiture of funds or services.

28. ADVERTISING AND PROMOTIONAL ACTIVITIES

28.1 Businesses may purchase advertising space or promotional packages on the Platform.

28.2 Advertisers warrant that:

- advertisements are lawful, truthful and accurate,
- advertising claims are substantiated,
- regulatory approvals (where required) have been obtained.

28.3 The Company may reject or remove advertisements that:

- violate advertising guidelines,
- infringe third-party rights,
- contain misleading or offensive content.

28.4 Advertising fees shall be governed by applicable payment clauses herein.

29. API ACCESS AND INTEGRATION TERMS

29.1 The Platform may provide Application Programming Interface (API) access to certain Users.

29.2 API Users shall:

- comply with technical limitations,
- refrain from reverse engineering,
- avoid excessive calls causing service disruption,
- maintain data confidentiality.

29.3 The Company may revoke API access at its sole discretion.

30. ASSIGNMENT

30.1 Users shall not assign, transfer, or sublicense their rights under this Agreement without prior written consent from the Company.

30.2 The Company may assign or transfer its rights and obligations:

- to affiliates or subsidiaries,
- in connection with mergers, acquisitions or restructuring,
- to a purchaser of the business.

31. ENTIRE AGREEMENT

31.1 These Terms constitute the entire agreement between the User and the Company regarding use of the Platform and supersede all prior agreements, understandings or representations.

32. SEVERABILITY

32.1 If any provision of these Terms is held invalid, illegal, or unenforceable:

- such provision shall be enforced to the maximum extent permissible, and
- the remaining provisions shall continue in full force.

33. NO WAIVER

33.1 Failure or delay by the Company to enforce any provision shall not constitute waiver of rights.

33.2 Any waiver must be expressly made in writing.

34. RELATIONSHIP OF PARTIES

34.1 Nothing herein shall be construed as establishing:

- partnership,

- joint venture,
- agency,
- employment relationship

between Users and the Company.

35. SURVIVAL OF PROVISIONS

35.1 The following clauses shall survive termination:

- intellectual property
- limitation of liability
- confidentiality
- indemnity
- governing law and dispute resolution
- payment obligations accrued prior to termination.

36. LANGUAGE

36.1 These Terms may be made available in multiple languages.

36.2 In the event of conflict, the **English version shall prevail**, unless Malaysian law requires otherwise.

37. CONTACT INFORMATION

For any questions, complaints, or legal notices regarding these Terms, please contact:

- **Customer Support Department**
Winngoo Pages Malaysia
- Email: info@winngoopages.my
- Address: NO 55, JALAN PENAGA 3, TAMAN PULAI HIJAUAN, 81110 KANGKAR PULAI Johor
- Telephone: +60 16-618 2595