

Terms of Use

Last updated: 8 April 2020

Welcome to Doshu!

We are delighted that you have chosen Doshu for your online learning.

Contract

The following terms and conditions (the “Terms”) apply to our provision and your use of the information, services and materials (“Online Content and Courses”) through Doshu website (the “Website”) including you visiting and browsing the Website (being a “Visitor”) and registering with Doshu as a student (a “Learner”).

These Terms should be read alongside, and are in addition to our policies, including our Privacy Policy. Please read these Terms carefully. These Terms are not negotiable. If you do not agree to them, you must stop using the Website and the Online Content and Courses immediately.

1. About Us

- 1.1 In these Terms, references to “we” or “us” are to Doshu and / or its owner Symphony Digest Sdn. Bhd.
- 1.2 In these Terms, references to “you” or “your” are references to you whether as a Learner or Visitor.
- 1.3 Doshu offers Online Content and Courses.
- 1.4 If you have any questions about these Terms, please contact us at support@doshu.com.my.

2. Using the Website (Learner conduct)

- 2.1 By using this Website and the Online Content and Courses, you confirm that you have read, agree and are in compliance with these Terms and the Privacy Policy (each as amended from time to time).
- 2.2 Your use of and access to this Website and the Online Content and Courses are subject to the following conditions (“Acceptable Use Conditions”), and you agree that failure to comply with any one of the Acceptable Use Conditions will constitute a breach of these Terms. The Acceptable Use Conditions are as follows:
- a. You agree to use the Website and access the Online Content and Courses only for lawful purposes and your use of the Website and Online Content and Courses is in no way unlawful or fraudulent, and does not have the intention or effect of damaging us either reputationally or financially;
 - b. You agree not to distribute all or any part of the Website or Online Content and Courses in any medium without our prior written consent, unless such distribution is offered through the functionality of the Website and permitted by these Terms;
 - c. You agree not to alter or modify any part of the Website or the Online Content and Courses;
 - d. You agree not to access the Website or Online Content and Courses through any technology other than the software provided by us or enabled via API’s or other generally available third-party web browsers such as Chrome, FireFox, Safari, Internet Explorer or Microsoft Edge;
 - e. You agree not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the Website or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you, the use of the Website or access to the Online Content and Courses;
 - f. You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, malware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - g. You agree not to use or access the Website or Online Content and Courses for any commercial uses or for the benefit of any third party.
 - h. You agree to use the Website and access the Online Content and Courses in a way which does not infringe the rights of third parties or restrict or prevent anyone else’s use and enjoyment of the Website, Online Content and Courses;
 - i. You agree not to ask for, collect or harvest any personal data of any Visitor or Learner of the Website or Online Content and Courses;
 - j. You agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes;
 - k. You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Website (including without limitation the Online Content and Courses) for any other purpose other than as permitted by these Terms without our prior written consent;

- l. You agree not to use the Website or the Online Content and Courses in any manner intended to damage, disable, overburden or impair any Doshu server or the network(s) connected to any Doshu server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Website;
 - m. You agree not to use any high volume, automated, or electronic means to access the Website or the Online Content and Courses (including without limitation robots, spiders or scripts);
 - n. You agree not to frame the Website or the Online Content and Courses, place pop-up windows over its pages, or otherwise affect the display of its pages;
 - o. You agree not to access or attempt to access any other Visitor or Learner's account or Admin account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;
 - p. You agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Website; and
 - q. You agree not to send, knowingly receive, submit, download, use or re-use any material which does not comply with these Terms and the Privacy Policy.
- 2.3 You acknowledge and agree that the form and nature of the Website and Online Content and Courses which we provide may change from time to time without prior notice to you.
- 2.4 You acknowledge and agree that we may stop (permanently or temporarily) providing the Website, Online Content and Courses (or any part of the Online Content and Courses) to you generally for whatever reason, at our sole discretion, without prior notice to you.
- 2.5 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that breach (including, but not limited to, any loss or damage which we or any third party may suffer).

3. Registration and Accounts

- 3.1. Any Visitor can view the Website, but in order to participate fully in all activities on the Website and take part in the Online Content and Courses, you must register for a personal account on the Website (a "Learner Account") by providing username, email address and password. You agree that you will never divulge or share access or your access information to your Learner Account with any third party for any reason.
- 3.2. In setting up your Learner Account, you may be prompted or required to enter additional information, including your full name, company name, position, specialisation, MyKad / passport number, etc.
- 3.3. You undertake to us that all information provided by you in relation to your Learner Account is and will continue to be accurate, current and complete at all times and that you will maintain and update your information to keep it accurate, current and complete.

4. Licence to use

- 4.1. Subject to your compliance with these Terms, we grant you a non-exclusive and non-transferable limited right and licence:
- a. to access, internally use and display the Website and Online Content and Courses as an individual only solely as necessary to browse and/or participate in the Online Content and Courses as permitted by these Terms; and

- b. to download permitted content from the Online Content and Courses.

5. Copyright Policy

- 5.1. It is our policy that any content included on the Website or within the Online Content and Courses that infringes, or is likely to infringe, the intellectual property rights of any third party will be removed from the Website as soon as possible after we are made aware of such infringement or potential infringement.
- 5.2. If you are the owner of intellectual property rights, or are authorised to act on behalf of an owner, or authorised to act under any exclusive right, you should report any alleged infringements of your intellectual property rights taking place on or through the Website by emailing a Copyright Infringement Notice to support@doshu.com.my.
- 5.3. At our sole discretion, we will take whatever action, we deem appropriate, including the removal of the challenged content.
- 5.4. When you notify us in accordance with paragraph 5.2, your written Copyright Infringement Notice must contain the following:
 - a. statement telling us you believe that you have found content on the Website which you believe infringes your intellectual property rights;
 - b. which country your intellectual property rights apply to;
 - c. the title of the content concerned and the full URL for access to that content;
 - d. statement explaining how the content infringes your intellectual property rights;
 - e. your mailing address, telephone number and email address so that we can contact you;
 - f. a statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law to bring infringement proceedings in respect of its use; and
 - g. your signature (an electronic signature is sufficient).

6. Privacy and Security

We respect your right to privacy. Please see our Privacy Policy for full details.

7. Linking to Other Sites

- 7.1. The Website may contain links to pages on other websites ("Linked Sites"), and those Linked Sites may contain content or offer products and/or services for sale.
- 7.2. We do not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that:
 - a. we have no responsibility for the accuracy or availability of information provided by Linked Sites; and
 - b. we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising or other materials presented on such Linked Sites.
- 7.3. We may remove any links to Linked Sites from the Website at any time for any reason.
- 7.4. We will not be liable for any transactions conducted by you with third parties through any Linked Site or for any liability arising from any representations or information provided on such Linked Sites.
- 7.5. We appreciate that Linked Sites may contain material in which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have linked to any Linked Site does not create or imply any relationship or partnership between us and the operator of such Linked Site.

8. Doshu's Intellectual Property Rights

- 8.1. We are the owner or the licensee of all necessary intellectual property rights in all aspects of the Website and Online Content and Courses including but not limited to the technology, source code, all content, software, scripts, images, graphics and audio (the "Online Content and Courses IPR"). The Online Content and Courses IPR is protected to the fullest extent possible by copyright laws. All such rights are reserved. You agree that the Online Content and Courses IPR remain the property of us or the licensor, as applicable, and that all updates and modifications to the Online Content and Courses IPR will vest in us or the licensor, as applicable. You also agree that you have no rights in or to the Online Content and Courses IPR other than the right to use it in accordance with the terms of the licence in paragraph 4 above.
- 8.2. We own or are licensed to use all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website ("Doshu IPR").

9. Your Liability to Us

- 9.1. You indemnify and keep us fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from:
 - a. your access to or use of the Website or Online Content and Courses;
 - b. your breach of any of these Terms; and
 - c. any negligent act or omission, deliberate default or breach of statutory duty on your part.
- 9.2. Each indemnity in this paragraph is separate and independent from the other obligations in these Terms. Each of these indemnities is to remain fully effective despite any indulgence granted from time to time and despite any judgment or order.
- 9.3. This paragraph 9 survives the expiry of these Terms.

10. Our Liability to you

- 10.1. Nothing in these Terms affects any statutory rights that you are entitled to as a consumer.
- 10.2. The Website and the Online Content and Courses are provided to you "as is" and we make no warranty or representation to you with respect to them.
- 10.3. We exclude all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent permitted by law. We accept no liability for any special, indirect, incidental, consequential or economic loss, or any other losses, howsoever caused arising out of or in connection with these Terms. This includes (without limitation):
 - a. any loss of profit (directly or indirectly);
 - b. any loss of goodwill; and
 - c. any loss of opportunity.
- 10.4. We provide the Online Content and Courses on the Website in good faith but give no warranty or representation that the Online Content and Courses are accurate, complete or up-to-date or that they will meet your requirements, nor that the Website does not infringe the rights of any third party. We accept no responsibility or liability for your use of Online Content and Courses on the Website and your use is entirely at your own risk. While we take reasonable precautions

to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability for them.

- 10.5. The videos and course materials for the Online Courses are prepared for educational purpose only. The examples, references, cases and issues contained in the videos and course materials are only for illustration purpose to enable better understanding and learning objectives and do not purport to show actual results. The information contained in the videos and course materials shall not constitute financial, trading or investment advice and neither does it make any recommendation or endorsement regarding the products, services and companies mentioned in the videos and course materials. Opinions expressed, if any, are current opinions as of the date of recording and are subject to change without notice. In the event any of the assumptions used herein do not prove to be true, results are likely to vary substantially.
- 10.6. Information transmitted via this Website will pass over public telecommunications networks. We make no representation or warranty that the operation of this Website will be timely, secure, uninterrupted or error-free and disclaim all liability in that respect to the greatest extent permitted by law.
- 10.7. We accept no responsibility for any loss or damage incurred by you as a result of:
 - a. any reliance placed by you on the completeness, accuracy or existence of any information or advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Website or in relation to the Online Content and Courses;
 - b. any changes which we may make to the Website or Online Content and Courses, or for any temporary interruptions in the provision of the Website or Online Content and Courses;
 - c. the deletion of, corruption of, or failure to store, any Online Content and Courses and other communications data maintained or transmitted by or through your use of the Website;
 - d. your failure to provide us with accurate account information; or
 - e. your failure to keep your account details secure and confidential.
- 10.8. We reserve the right to suspend your use of the Website and/or access to the Online Content and Courses at any time for operational, regulatory, legal or other reasons.
- 10.9. We may terminate your Learner Account or access/use of the Website with immediate effect:
 - a. if we reasonably believe you or any Learner you are connected with are in breach of any of these Terms;
 - b. in order to prevent any fraudulent, unlawful or abusive activity; or
 - c. if it is necessary to prevent or stop any harm or damage to us, other Learners of the Website or the general public

11. Governing Law

- 11.1. These Terms, your use and access to the Website, and all other policies issued by us whether referred to by us herein or not are governed by and construed in all respects in accordance with the laws of Malaysia.
- 11.2. Any or all disputes arising between you and us (whether contractual or non-contractual) in connection with your access and use of the Website, including as to the validity of these Terms or policy issued by us, will be subject to the exclusive jurisdiction of the courts of Malaysia. For any dispute between you and us, you agree that you will first attempt to resolve it with us informally. In the unlikely event that we are unable to resolve the dispute in this manner within

30 days of the dispute being notified in writing, we both agree to submit to the exclusive jurisdiction of the courts of Malaysia to resolve any such dispute.

11.3. Notwithstanding paragraph 11.2, you agree that we are permitted to apply for injunctive remedies (or any other types of interim relief) in any jurisdiction at any time.

12. Changes to the Website and these Terms

12.1. We may update or amend these Terms (as well as our Privacy Policy or and other guidance we issue) from time to time to comply with law or to meet our changing business requirements. When we update our Terms or Privacy Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the Website.

12.2. For any operational, regulatory, legal or other reason, we reserve the right to modify, suspend or discontinue all of the Online Content and Courses with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension or termination. By continuing to use the Website, you agree to be bound by the terms of these updates and amendments.

13. Other Important Terms

13.1. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms remain in full force and effect.

13.2. Only you and we are entitled to enforce these Terms. No third party is entitled to enforce any of these Terms.

13.3. We may freely transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.

13.4. These Terms and the Privacy Policy set out the entire agreement between you and us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.