



1. ACCEPTANCE

Welcome to Eventda.

PLEASE READ THE FOLLOWING TERMS OF USE THOROUGHLY AND CAREFULLY. By using and / or browsing/ viewing part or all of the pages on the Website, also known as the “Site”, available at www.eventda.com, you agree that you have read, understood and agree to be bound by these Terms of Use. These terms of use apply to the Site, Eventda Sdn Bhd (Company No. 1191461-P), a company incorporated in Malaysia and all of its divisions, subsidiaries, and affiliate operated Internet sites.

These Terms of Use shall be deemed to include our Privacy Policy, Cancellation Policy, Refund Policy and any Additional Policies. We may assign or change any part or parts of our rights under these Terms of Use without your consent or prior notification. The Terms of Use and Privacy Policy constitute a legally-binding agreement between us and you.

If you do not agree with these Terms of Use, in whole or in part, please discontinue using and / or browsing our Website immediately.

2. EVENTDA FUNCTIONS

Eventda undertakes and agrees for the term of this Agreement, it shall provide Vendor with a facility through an online platform under the domain www.eventda.com and/or any other mobile or web applications owned, operated or controlled by Eventda or other ancillary facilities such as emails, notification or other form of communication (“Online Platform”), for the purposes of transacting the facilities and services supplied by the Vendor, including but not limited to:

- i. market facilities and services supplied by Vendor;
- ii. publish information of the Vendor’s facilities and services and maintain profiles of Vendor in accordance with the content format and layout as Eventda deems fit;
- iii. enable Vendor use and access to the Event Management Suite (“EMS”) system to vary and update information relating to the Vendor, its facilities, services, ratings and other related information; and
- iv. facilitate the administration of online appointment or reservation requests submitted by Customers through the Online Platform.

Eventda functions as an online platform for Customers to connect with Vendors for the purposes of transacting to respectively receive and provide Services. Eventda is not itself a Vendor or a Customer.

3. LICENCE TO ACCESS

This Agreement requires an express provision where Eventda grants the Vendor, a non-exclusive and revocable licence to use the Online Platform but subject to the Vendor complying with the following restrictive covenants:

- not copying or distributing the contents displayed on the Online Platform without Eventda’s consent;
- not to violate any applicable laws and regulations whether in relation to advertising, intellectual property, privacy or otherwise;
- not to alter, modify or interfere with the Online Platform.

4. CONTENT

- Vendors are responsible for updating the Website on a regular basis, ensuring that all Information is accurate and up to date at all times, including prices, details on ballroom/meeting room availability and all other relevant Information. If the Information you provide is wrong or misleading, you agree to fully indemnify us and hold us harmless against all loss, liability or costs incurred by us as a result. Neither we nor our business partners can accept responsibility for any incorrect or over-bookings or incorrect rates which result from your failure to accurately update the Extranet.
- In providing information to the website, Vendors should ensure the following are taken into account:
 - accurate and complete information;
 - content that is not misleading, misrepresentative, improper, indecent, defamatory, fraudulent etc;

- content that is not protected by copyright, trade secret, confidentiality obligations, privacy and publicity rights etc;
 - content that does not contain viruses or links to unsolicited advertisements etc.;
 - content that does not list services which the Vendor does not offer;
 - the Vendor is at all times responsible for all submitted content and shall indemnify Eventda in relation to any information provided by the Vendor which may be misleading, inaccurate, defamatory, illegal etc.;
 - the Vendor grants to Eventda a royalty-free licence to use, reproduce and distribute the submitted content.
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- You will ensure that the selling rates you update into the Website will be at least 2% lower as for the same product available for sale or communicated via any other online medium, including your websites and Customer walk-in.
 - You will ensure that the promotions you update into the Website, and which can be supported by the EMS system, will represent all your promotions as are available for sale or communicated via any other online medium, including your websites.
 - COPYRIGHTS: You will ensure that you have all the necessary rights and authority to use and to license or authorize to use any copyrights, brands or logos and pictures or videos referred to in your Information.
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5. GENERAL INTELLECTUAL PROPRETY (“IP”) RIGHTS

- We may translate, edit and publish Customer reviews and your Information. You will not permit those translations that we have made of your Information nor our Customer reviews to be used for any other sales channels apart from our own. We cannot be held liable for the content of such translations or Customer reviews.
- ONLINE MARKETING INCLUSION: Eventda or its affiliated companies are the owners or right holders of certain intellectual property rights, including but not limited to trademarks, copyright, service marks, logos, etc. Nothing in this Agreement shall be construed as granting you a license or any rights, implied or otherwise, to any of the Eventda intellectual property rights. You authorize us to promote your service using your name with online marketing, including email marketing and/or pay-per-click (PPC) advertising. We may run campaigns at our discretion and we will pay the advertising cost on our online marketing campaigns. You may request reasonable restrictions on the type of promotion channels we select ourselves but acknowledge that, whilst we will attempt to prevent this, we do not have full control over unsolicited and/or illicit links and references to the Sites

6. RESERVATIONS

- A 24 hour period is provided to the Vendor upon booking placement by the Customer, in which the Vendor is required to accept using our website. Eventda will not be held liable in the event Vendor does not accept Customer’s booking
- In the event of an incorrect or over-booking caused by your failure to comply with the 24 hour acceptance period, , you shall undertake to find the Customer an alternative service of equal or better standard than, and a reasonable distance from the original Vendor, or refund the deposit paid by the Customer solely at the discretion of the Customer.
- All relevant Customer booking information (including amendments, if any) will be submitted to the Vendor upon booking completed by the Customer(s). ‘
- Vendors can check all bookings made and cancellations via the Vendors’ account on our website. We will also notify Vendors by email or our website. In case of changes to e-mail address, Vendors’ are responsible to notify us immediately.
- Eventda will only collect the deposit payment out of the total cost of the service selected by the Customer which will be set off against Eventda’s agreed commission from the Vendor. In the event of deposit payment exceeds the commission rate, the excess payment will be settled by Eventda by seven (7) working days upon the booking payment being received. In the event the deposit payment is less than the agreed commission rate, the Vendor is responsible to remit the remaining payment to Eventda within



(7) working days upon receiving the booking. Customers shall be solely responsible for payment of all the remaining and all/ other charges owing by the Customer to the Vendor as per the reservation/booking made that they may incur in excess of the service charge as stated in the booking confirmation from us.

- Vendor shall comply to our cancellation & refund policies provided on our sitemap.

7. COMMISSION

- A fixed commission rate (%) of total cost of services will be introduced on each booking placed via our website. There is a possibility where this commission rate will be offset by the deposit payment to be placed by the Customers.
- Commission rates (%) will be published on Appendix A that would be sent to you by email.

8. INDEMNITY

- You agree to indemnify and hold harmless to the fullest extent allowed by law, Eventda, its officers, directors, employees and agents 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 the website, your breach and/or violation of any term of these terms of use, your breach and/or violation of any third party right of any nature whatsoever, including but not limited to copyright, intellectual property, property and/or privacy rights.

9. LIMITATION OF LIABILITY

- Without prejudice to what is set out in this Agreement, each party's liability is limited and excluded to the maximum extent permitted by law. In no event shall Eventda be liable to the other party for loss of goodwill, loss of profits, loss of use of data, interruption of business, cost of removal and reinstallation of goods or for any indirect, special, incidental or consequential damages, service interruption, computer damage or system failure or the cost of substitute services, or other economic loss whether such claims, damages, losses, expenses are alleged to have been caused by tortious conduct or breach of contract or otherwise even if the other party has been advised of the possibility of such damages. Save as otherwise provided for in this Agreement and without prejudice to the indemnity wording, the maximum liability of one party to the other in aggregate for any and all claims made against such other party in contract tort or otherwise under or in connection with this Agreement shall in any event not exceed the aggregate commission received or paid by such party in the three months preceding the claim. Either party's right to make a claim will be considered waived if no claim is made within 24 hours after the event giving rise to such claim.

10. TERMINATION

- This Agreement shall be automatically renewed on an annual basis from the date of signing up unless terminated by either party.
- This Agreement may be terminated at any time for any reason by either party by giving ninety (90) days prior written notice to the other. Any existing reservations from Eventda at the time of termination shall be honored by you, and all provisions herein with respect to these reservations shall survive the termination of this Agreement.
- You may terminate these Terms at any time via the "Cancel Account" feature on the Site or by sending us an email notification.
- Eventda may immediately, without notice terminate these Terms if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Airbnb Account registration (iii) you have violated applicable laws, regulations or third party rights, or (iv) Eventda believes in good faith that such action is reasonably necessary to protect our Customers, Eventda or third parties, for fraud prevention, risk assessment, security or investigation purposes.
- If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your content and data, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your account.

11. DISPUTES



Any disputes arising between the Customers and the Vendors in relation to the service provided by the Vendors to the Customers shall be resolved between the Customers and the Vendors and in any event Eventda shall not be liable to either party in such disputes and shall not be responsible for resolving such disputes.

12. General

- We may amend the terms and conditions of this Agreement at any time. Amendments shall come into force no earlier than one month after being communicated to you. If you do not actively acknowledge or contest the revised terms before they come into force, your continued participation in the Service shall constitute acceptance of the amended terms. If you do not want to be bound by the amended terms then you may terminate in accordance with the Agreement
- **USE OF CUSTOMER DATA:** Parties shall comply with their respective obligations as a Data User and a Data Processor as required under the Personal Data Protection Act, 2010 (“PDPA”) and all applicable laws and regulations in connection with any Personal Data in relation to this Agreement. The term “Personal Data” shall have the meaning ascribed under the PDPA that are under the control of Data User and in respect of which Data Processor is or is required to provide services for the performance of this Agreement. “Data User” means a person who either alone or jointly or in common with other persons processes any Personal Data or has control over or authorises the processing of any Personal Data but does not include a Data Processor. “Data Processor” means any person other than the Data User or employee of the Data User, who processes the Personal Data solely on behalf of the Data user, and does not process the Personal Data for any of his own purposes. Each Party agrees that when acting as a Data User and/or Data Processor in respect of Personal Data of the other Party, or its Customer, it shall: (a) only process that Personal Data in accordance with the instructions or the privacy policy of the other Party or as is necessary to fulfil its obligations under the Agreement or the PDPA; (b) use all reasonable efforts to notify and obtain consent from the employees or Customer to enable the other Party to collect and process such data and the scope of the consent shall be mutually agreed by the Parties; (c) take appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing; (d) give the other Party notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events the Personal Data are compromised. Each Party acknowledges that breach of its obligations under this clause may result in criminal offence. Accordingly, each Party agrees to indemnify or keep other Party indemnified in respect of any type of liability or claims arising out of or in connection with any breach of this clause.
- **ENTIRE AGREEMENT:** This Agreement (including the Annex, if any) is the only and whole Agreement between you and us relating to the Service and supersedes and replaces any prior written or oral agreements, representations or understandings between them. This clause is without prejudice to the provisions relating to changes or the parties’ rights to conclude addenda or amendments to this Agreement.
- **SEVERABILITY:** In case any provision of this Agreement becomes invalid or unenforceable, the parties shall remain bound by the remainder of the Agreement and replace the invalid or unenforceable provisions with new provisions having a similar effect to the maximum extent possible.
- **WAIVER:** Neither failure nor delay by a party to enforce at any time any one or more of the terms or conditions of this Agreement shall operate as a waiver thereof, or of the right to subsequently enforce all terms and conditions of this Agreement.
- **ASSIGNMENT:** We may assign the delivery of the Service or parts of it to associated and affiliated companies or third parties.

- **FORCE MAJEURE:** Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, government restrictions, wars, terrorism, insurrections, nuclear incidents and/or any other cause beyond the control of the party whose performance is affected.
- **REPRESENTATION & WARRANTY:** The Vendor hereby certifies that it has corporate power and all required licenses, permits and authorizations of any kind to carry on its business as it is now being conducted and has the full right, power, and authority to enter into this Agreement. At the time of signing of this Agreement, the Vendor is not aware of any economic or trade sanctions or equivalent issued by national, foreign or international governmental bodies or authorities applicable to the Vendor, its employees, representatives, owners, or affiliates, which could affect their capacity to enter into this Agreement. The Vendor will indemnify and hold Eventda harmless in case of a breach of this provision.
- **NO PARTNERSHIP:** This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf.
- **NO CONTROL:** Eventda does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control the Vendor covered by this Agreement.
- **GOOD FAITH:** Both parties acknowledge and agree that they want to cooperate in a constructive spirit and will fulfil their obligations and undertaking under this Agreement in good faith.
- **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with this Agreement, all parties hereto irrevocably submit to the exclusive jurisdictions of the courts of Malaysia. Parties will attempt to settle any disputes in an amicable manner by conducting good faith discussions first. If and when applicable, both parties waive a trial by jury and consent to a bench trial.
- **LANGUAGE:** This Agreement is drawn up in the English language. Any translation into another language is for convenience and information purposes only. In case of conflict between the English language version and such translation, the English language version shall prevail. Headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.