

## **TERMS & CONDITIONS (Terms of Service)**

Welcome to iTTV Education (“iTTV”, “iTTV e-Learning”), an online e-Learning Programme that allows you to study and ace from home. The iTTV Website is operated by iTTV Education Sdn Bhd. Throughout the site, the terms “we”, “us” and “our” refer to iTTV Education Sdn Bhd. By accessing any parts of the Service, you are agreeing to the terms and conditions described below (these “Terms of Service”) and the terms and conditions of our privacy policy (the “Privacy Policy”). If you do not agree to these terms, you should not use the Service. These Terms & Service apply to all users, including both users who are simply viewing content available via the Service and users who have registered as members of iTTV (“Subscribers”).

We may at our sole discretion, modify these Terms & Conditions (Terms of Service) at any time. By accessing the Service at any time after such modifications, you are agreeing to such modifications.

### **Description of Service**

The iTTV Service allows students (not limited to) to watch and learn from our library of videos, do assessments and ask questions in the Tutor Forum.

We reserve the right to refuse to provide the service to any person for any reason and /or to discontinue the Service in whole or in part at any time, with or without prior notice.

### **General Conditions**

#### **Copyright, Licenses and Online Store Terms**

The entire contents of the Service are copyrighted under iTTV Education Sdn Bhd under the purview of the Malaysian Copyright Laws and trademark laws and other proprietary rights. The owners of the copyrights and trademarks are iTTV Education. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, RESELL, SELL, UPLOAD, STREAM, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SERVICE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may not use any robots, spiders, or similar data mining, data gathering or extraction tools or manual processes to collect, gather or copy any content or data on or related to the Service in a manner not authorised by iTTV Education in writing. You may not engage in practices of “screen scraping,” “database scraping” or any other practise or activity the purpose of which is to obtain lists of users, portions of a database or other lists or information from the Service, in any manner not authorised by iTTV in writing. You may not frame or utilise framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of iTTV Education or its affiliates without the express written consent of iTTV

Education. You may not use meta tags or any other “hidden texts” utilizing the iTTV Education name or trademarks without the express written consent of iTTV Education.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws)

You must not transmit any worms or viruses or any code of a destructive nature.

## **Account Terms**

By using our Service, subscribing, registering with iTTV agreeing to these terms, you acknowledge that:

1. You represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
2. You must be a human to open an account. Accounts registered by “bots” or other automated methods are not permitted.
3. You are responsible for maintaining the security of your account and password. We view any actions taken by your account as taken by you. iTTV Education will not be liable for any loss or damage from your failure to comply with this security obligation.
4. Each Username is allowed one user login only. No multiple users.

## **Charging Fees**

We reserve the right, at any time, to change any fees or charges for using any services provided on the Service (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid or free services used prior to the time of the change.

Any price changes to your service will take effect following an email notice to you.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

1. iTTV Education collects all fees unless the user chooses other payment providers such as but not limited to Direct Carrier Billing;
2. Any issues with Payments made through Direct Carrier Billing, users are obliged to settle with the payment provider as it is not under the jurisdiction of iTTV;
3. Subscription fees or any other portion of the Service may be changed at any time without prior notice.
4. No refunds are offered for Subscription fees or any other fees collected by the Service.
5. All subscription packages paid are Non-Exchangeable.

6. Following any cancellation, however, you will continue to have the benefits of your iTTV Education subscription through the end of your current billing period.
7. iTTV One Time 6 months subscription package will have to be manually renewed by customers.

### **Recurring Billing**

The Monthly Subscription fee will be charged on the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically charge your chosen Payment Method each month on the calendar day corresponding to the commencement of your paying subscription. We reserve the right to change the timing of our billing, in particular, as indicated below, if your chosen Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may charge your chosen Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Subscription or became a paying subscriber on May 31st your next payment date is likely to be June 30th and your chosen Payment Method would be billed that date.

### **Free Trials**

We or others on our behalf may offer trials of paid subscriptions for our iTTV Education Subscription for a specified period without payment or at a reduced rate (a "Trial"). iTTV reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

We will require you to provide your payment details to start the Trial. At the end of such trials, we may automatically start to charge you for the applicable paid subscription on the first day following the end of the trial on a recurring monthly basis. When you provide a Payment Method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. These may be charges from your chosen payment method. By providing your chosen payment method details in conjunction with the trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel the applicable paid subscription through your payment settings within your iTTV account profile.

### **Student Affiliate Program**

You may participate in our Affiliate program by referring potential students to the Service. The code can be found in your profile. Every purchase made with your code, you will be awarded 5% of sales and 5% discount will be given to the new user. Note that this code is not recurring. You can only withdraw your commission with a minimum of RM50. You can also use the

commission as credit to purchase more iTTV programmes or monthly subscription. This code is not applicable with other on-going promotions.

We have the right to suspend your account should we notice any activity we determine as abuse of the affiliate program. We also have the right to change these details and affiliate commission and discount percentage without prior notice.

For more enquiries, you can email us at [marketing@ittv.com.my](mailto:marketing@ittv.com.my)

### **Money Back Guarantee**

After using iTTV for 6 months, if users would like a refund due to academic results not improving, please refer to the Money Back Guarantee Policy for its terms and conditions.

### **System Requirements**

1. Supported Operating Systems for Windows, Mac, Linux, IOS (iphone, ipad, ipad mini) and Android Only.
2. For better viewing experience, please use Google Chrome.
3. Please check your internet speed (minimum 1 MB) before subscribing.
4. Subscriber must have at least 1MB-2MB Bandwidth.
5. We are not liable for subscribers' slow internet connection.

### **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited

## **Submissions**

If a submission is sent at our request or without request which include but excluded to comments, feedbacks, testimonials, contest entries, suggestions, proposals, plans, you agree that we may, at any time, without restriction use the comments in any medium that you forward to us. We are and shall be under no obligation to maintain any comments in confidence, pay compensation or respond to any comments.

We may monitor, remove, edit content that we determine in our sole discretion deemed unlawful or violates these Terms of Service.

You may not use a false e-mail address, pretend to be someone other than yourself. You are solely responsible for any comments you make. We take no responsibility and assume no liability for any comments posted by you or any third party.

## **Third Party Links**

We do not have third party links of content on our website. However, in the event there are third party links, we are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have liability or responsibility for any third party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transaction made in connection with any third party websites.

There are other payment method options provided on our website. Such payment options may include but are not limited to direct carrier billing or other third party payment gateway, we are not liable for any harm, damages, accidental charges made by those parties.

## **Disclaimer of Warranties**

THE SERVICE AND ALL MATERIALS INCLUDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT.

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **Limitation of liability**

In no event shall we or any iTTV Education party be liable for any injury, loss, claim, or any direct, incidental, punitive, special or consequential damages of any kind, including, without limitation, those resulting from loss of use, data or profits, whether or not we have been advised of the possibility of such damages, based in contract, tort (including negligence), and on any theory of liability or otherwise, arising from your use of any of the service or any products obtained using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Termination**

Any obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Indemnification**

Upon request by us, you agree to indemnify, defend and hold us and other iTTV Education parties harmless from all liabilities, claims, and expenses, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **Miscellaneous**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Malaysia. Any cause of action or claim you may have with respect to any of the foregoing matters must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

You and iTTV agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the Malaysian Institute of Arbitrators ("MI Arb") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and iTTV are each waiving the right to trial by jury or to participate in a class action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

We reserve the right to update, at our sole discretion, these Terms or Service by posting the changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of our website or the Service following any changes of the Terms of Service constitutes acceptance of those changes.

## **Contact**

iTTV Education

Unit 606, Capital 5, Oasis Square, No. 2, Jalan PJU 1A/7A, Ara Damansara, 47301 Petaling Jaya, Selangor.

Phone: 03-7490 4288

[info@ittv.com.my](mailto:info@ittv.com.my)