

Terms of Use

YOU MUST BE AT LEAST 18 YEARS OLD TO USE THIS SITE.

Paygap Sdn Bhd and its successors, licensors, beneficiaries and / or affiliates (collectively referred to as “**PSB**”, “**we**”, “**us**”, or “**our**”) operate the website located at [https://
http://paygap.asia/](https://http://paygap.asia/), and other related websites, applications and programmes belonging to or used by PSB as services (collectively referred to as “**the Sites**”).

Please read these Terms of Use (hereinafter referred to as “**Terms**”, “**Terms of Use**”) carefully before using the Sites. Your access to and use of the Sites is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Sites, you agree to be bound by these Terms. If you do not wish to be bound by any part of the Terms, then you may choose not to use or access the Sites.

PSB may amend and update these Terms at any time without notice or reference to you. Any amendments will be effective upon PSB posting such updated terms or policies at the Sites. Your continued access or use of the Sites after such posting confirms your consent to continue to be bound by these Terms as amended.

For Informational Purposes

THE SITES DO NOT PROVIDE AND SHALL NOT CONSTITUTE AS PROFESSIONAL ADVICE.

The information provided and accompanying material including but not limited to texts, graphics, reports, recommendations, results, analysis, and / or insights and other materials (hereinafter referred to as “**Content**”), are for informational purposes only and they should not be considered as professional advice. PSB does not make any guarantee or other promise as to any Content that may be obtained, generated, or recommended from the Sites or by using the generated Content. To the maximum extent permitted by law, PSB disclaims any and all liability in the event any information, commentary, analysis, reports, opinions, advice, results, and / or recommendations provided and / or generated in the Sites prove to be inaccurate, incomplete or unreliable, or result in any losses.

The Content may be generated based on a limited set of knowledge database and is designed only to as a supportive informational tool. Therefore, you shall assume full responsibility for any use of and / or reliance upon the Content and / or information generated in the Sites.

Reliance on any information and Content provided by the Sites is solely at your own risk. PSB does not warrant the clinical accuracy or reliability of the information provided by the Sites and expressly disclaims all liability for any actions or omissions made based on such information shown in the Sites.

PSB does not recommend or endorse any specific procedures, opinions, or other information that may be mentioned and / or advertised on the Sites. Some of the content on the Sites may be provided by third parties or other Users and PSB is not in the position to verify these content and does not warrant that such content are true, accurate or complete.

Representations, Warranties, and Undertakings

When you registered / signed up on the Sites, you would be creating an account with PSB by entering your name, email address, username, password, and any other information requested in the Sites and collected by PSB (hereinafter collectively referred to as “**Account Information**”).

You agree that the Account Information provided to us at all material times, including during the registration / sign up to the Sites and User Data (defined below) is true, accurate, current, and complete.

You may not transfer or share your account with anyone else. You are responsible for maintaining the confidentiality of your Account Information, the User Data, Content, and all other usage of the Sites under your account.

PSB reserves the right to take any and all action as it deems necessary or reasonable, against your account with regards to the security of your Account Information and the Sites.

PSB shall not be held liable to you for any liabilities or damages resulting from or arising from your use of the Sites and / or the Content and / or your negligence in providing the Account Information and / or User Data.

By accessing or using the Sites, you represent, warrant and / or undertake that:

- a) you will only use the Sites for their intended and lawful purposes;
- b) you will not attempt to commercially exploit any part of the Sites including without limitation to modifying its Content in any way, copy, reproduce, publicly display, distribute, share bills, share accounts or otherwise use or communicate them for any public or commercial purposes;
- c) you will not impair or circumvent the proper operations of the Sites nor will you reverse engineer them or attempt to do so; and / or

- d) you will not authorise others to use or otherwise transfer or assign your account to another person or entity

Content

User Data shall be defined as all information, data, reports, and materials which are input into, uploaded to or stored on the Sites by the you.

PSB will collect User Data and by using the Sites, you are granting PSB a license to copy, reproduce, store, export, adapt, edit and use the User Data, to the extent required for PSB:

- a) to deliver its products, services, and to enable usage of the Sites; and / or
- b) to generate reports and statistics, which will be used in case studies, white papers, reports, analytics and industry insights

You are responsible for the User Data input into the Software including to ensure its accuracy, truth, and that it does not violate any applicable laws or these Terms.

User Data collected by PSB shall be de-identified and sanitised before its usage.

PSB does not make any warranties, guarantees, and / or representation that the Site is suitable to or applicable for you.

Disclaimers

You irrevocably and unconditionally agree that PSB shall not be liable to you for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, general damages, or any other damages and losses arising out of or resulting from a) the use or inability to use the Sites; b) the use of the Content or any other material found in the Sites; or c) any other matter related to the Sites.

You irrevocably and unconditionally agree that in any event, PSB's total liability to you (whether in contract or tort) (if any) shall not exceed the amount paid by you to PSB.

If any portion of this limitation of liability is found to be invalid under the law, PSB's liability shall be limited to the maximum extent permitted by applicable law.

Privacy

PSB shall comply with the Personal Data Protection Act 2010. You may access to our [Privacy Policy here](#). PSB devotes considerable effort towards ensuring the security of your personal

information. User Data are stored on secure servers maintained by PSB or our licensed third party supplier.

Governing Law

This Terms is governed under the laws of Malaysia.