

## TERMS OF USE:

1. Yayasan Peneraju Pendidikan Bumiputera (“Yayasan Peneraju”)’s e-Procurement’s website (“the Website”) is provided as a platform for user to submit application for registration as Yayasan Peneraju’s Vendor only.
2. This Terms of Use describes the terms and conditions applicable to your access and use of the Website. By accessing and using the Website, you agree to comply with all of the terms and conditions hereof.
3. Yayasan Peneraju shall have the right at any time, to delete, amend, update or modify the terms and conditions applicable to the use of the Website. By continuing to use the Website, you are deemed to have agreed to be bound by any modifications and amendments to this terms and conditions.
4. The Website is the sole and exclusive property of Yayasan Peneraju and/or its licensors. The Website contains material subject to the protection of copyright, trademarks and other proprietary information, including, but not limited to text, software, photos, videos, graphics and logo under the Malaysian copyright and trademarks laws.
5. Yayasan Peneraju reserves the right to restrict or block access of any person or entity to the Website and resources contained within the website, without any prior notice. In addition, Yayasan Peneraju shall have the right to terminate user’s account in the event of any conduct by user which Yayasan Peneraju, in its sole discretion, considers to be unacceptable, or in the event of any breach by user of this Terms of Use.
6. Disclaimers and Limitation of Liability:
  - (a) The website and all content on the Website are provided to you on an “as is” basis without warranty of any kind either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Yayasan Peneraju makes no warranty as to the accuracy, completeness or reliability of any content available through the Website. You are responsible for verifying any information before relying on it. The use of the Website and the content available on the Website is at your sole risk.
  - (b) Yayasan Peneraju makes no representations or warranties that use of the Website will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you may obtain from the Website is free of viruses or other harmful code.
  - (c) to the maximum extent permitted by law, Yayasan Peneraju disclaims all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Website.
7. You agree to indemnify, defend and hold Yayasan Peneraju, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim,

or demand, including reasonable attorneys' fees, due to or arising out of your use of the Website and/or breach of this Terms of Use.

8. By agreeing to these terms, you acknowledge that Yayasan Peneraju may collect, use and disclose your information as described in our Data Protection and Privacy Policy.
9. This Terms of Use shall be governed by, and will be construed under the Malaysian law.
10. If you have any questions, concerns, or suggestions regarding this Terms of Use, please email us at [procurement@yayasanpeneraju.com.my](mailto:procurement@yayasanpeneraju.com.my)