

Terms & Conditions

MAXIS eKelas TERMS & CONDITIONS

IMPORTANT NOTICE

General

In these terms and conditions, "we" "us" and "our" refers to Maxis Broadband Sdn Bhd and the service we provide at ekelas.com.my (the “**Service**”).

If your child is registering on the eKelas portal as a member, under these terms and conditions, “you” and “your” refers to you as the parent or guardian responsible for the child. It is your responsibility to explain and ensure that your child understands these terms and conditions of using the eKelas portal and our privacy policy before registering your child on the eKelas portal.

Your contribution, access to and use of the eKelas portal and associated Content are subject to these terms and conditions. “**Content**” means all information and content made available on the eKelas portal including but not limited to text, articles, editorials, notes, education materials, news, tutorials, tips, suggestions, graphics, photographs, video, audio and/or all data or information relating to any subject.

We reserve the right to amend these terms and conditions at any time and your use of the eKelas portal and associated Content following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our eKelas portal you read these terms and conditions.

Members

1. In order to access the Service provided on the eKelas portal, you must become a member. You must complete registration by providing certain information as set out on our membership/registration page. Please also refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details, including your name and email address, are true and accurate at all times and you undertake to update your registration details from time to time when they change. If we become aware that either your name and/or email address is incorrect, we reserve the right to immediately cancel your registration and acceptance for registration in the future will be at our discretion.
3. On registration, you will provide a password, user ID, profile name and any additional details that may be required. In the event that you would like to create or contribute Content either using the tools provided in the eKelas portal or external tools which you prefer and have access to, you will need to submit the Content to the eKelas portal microsite for approval and content security verification. Content can only be posted to eKelas portal upon approval by the eKelas appointed administrators.

4. We reserve the right to terminate your membership at any time if you breach these terms and conditions.
5. You are responsible for all and any Content you contribute to the eKelas portal.
6. We reserve the right to remove or refuse to post or distribute any Content that does not comply with these terms and conditions.
7. By posting Content on this eKelas portal, you provide us with an undertaking that such Content does not infringe the rights of someone else, it does not violate the law in any and does not contain elements or material which are defamatory, offensive, annoying, malicious, obscene, misleading, unethical, socially or politically sensitive, morally, religiously or racially offensive, pornographic, threatening, unlawful or otherwise prohibited for distribution, inter alia, in Malaysia.
8. As a member, you agree to indemnify and hold us harmless from any liability, claim, action, demand, loss, costs including legal costs on a full indemnity basis and expenses arising out of or in connection with any Content you provide.
9. To the extent permitted by law, you release and discharge us from any liability or claim arising out of any loss or damage that may be suffered or incurred as a result of your contribution, access to and use of the eKelas portal and associated Content.

Site Access

10. In accessing and using the eKelas portal, you are prohibited from using any data mining robots or other extraction tools. You are also not permitted to meta tag or mirror our website. We reserve the right to serve you with notice if we become aware of your meta tag or mirroring of our website.

Hyperlinks

11. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
12. You may link our website without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's content including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

Intellectual Property Rights

13. We claim no intellectual property rights over the material you submit, post, transmit or display on, or through, the eKelas portal. Your profile and materials uploaded remain yours. The ownership of any content created by a user of the eKelas portal in the context of a course remains the property of that user. However, be aware that by setting your profile or pages to be viewed publicly, you are allowing others to view your content.
14. The copyright to all content that has been created by us, including applets, graphics, images, layouts and text belongs to us or we have a license to use those materials.

15. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a license to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Disclaimers

16. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
17. We are not responsible for any damage to your computer system which arises in connection with your use of eKelas portal or any linked website.

Limitation of Liability

18. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from eKelas portal.

Indemnity

19. You agree to indemnify and hold us harmless from and against any and all liability, claims, actions, demands, losses, damages, costs and expenses including legal costs on a full indemnity basis, arising from or in connection with your contribution, access to and use of the eKelas portal and associated Content.

Jurisdiction

20. These terms and conditions are to be governed by and construed in accordance with the laws of Malaysia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.
21. If any provision of these terms and conditions is invalid under any law, the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

22. For information about our data protection practices, please read our Privacy Policy at <https://www.eKelas.com/PrivacyPolicy>. This policy explains how we treat your personal information, and protect your privacy when you use the eKelas portal. You agree to the use of your data in accordance with our Privacy Policy.

Acceptable Use

23. Users may not make direct, specific threats of violence against others, including threats against a person or group on the basis of race, ethnicity, national origin, religion, sexual

orientation, gender, gender identity, age, or disability. In addition, users may not post photos or videos that are pornographic. Targeted abuse or harassment of any kind is also a violation of these terms and conditions.

Software Updates

24. We will automatically update the eKelas portal from time to time. These updates are designed to improve, enhance and further develop the eKelas portal and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.