

## **TERMS AND CONDITIONS FOR E-PROCUREMENT SYSTEM REGISTRATION**

### **1. Acceptance of Terms and Conditions**

By registering for and using the MARii e-Procurement System (hereinafter referred to as "the System"), you agree to comply with and bound by these terms and conditions. If you do not agree with these terms and conditions, please do not use the System.

### **2. Registration**

2.1 Eligibility: You must be at least 17 years old and have the legal capacity to enter into this agreement to use the System. By registering, you represent and warrant that you meet these requirements.

2.2 Registration Information: You agree to provide accurate, complete, and latest registration information, including but not limited to your name, contact information, and organization details.

2.3 Account Verification: We may require you to verify your account through email verification, phone verification, or other means to ensure the accuracy of your registration information.

2.4 Security: You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to notify us immediately of any unauthorized access to your account.

### **3. Use of the System**

3.1 Permitted Use: You may use the System solely for the purpose of engaging in procurement activities as permitted by the system.

3.2 Prohibited Use: You agree not to:

- a. use the System for any unlawful or unauthorized purpose;
- b. Impersonate any person or entity or falsely claim an affiliation with any organization;
- c. Upload, transmit, or distribute any content that is harmful, offensive, or infringes upon the rights of others; and
- d. Attempt to gain unauthorized access to the System or its related systems.

3.3 Compliance with Laws: You agree to use the System in compliance with all applicable laws, regulations, and industry standards in Malaysia.

### **4. User Content**

4.1 Ownership: You retain ownership of any content you submit or upload to the System provided you are the registered owner of the uploaded content (User Content).

4.2 License: By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free, and transferable license to use, reproduce, distribute, and display the User Content as necessary to operate and provide the System.

## **5. Privacy**

We are committed to protecting your privacy. Our [Privacy Policy](#) explains how we collect, use, and disclose information about you. By using the System, you consent to the practices described in the Privacy Policy.

## **6. Termination**

We reserve the right to suspend or terminate your account and access to the System at our discretion, with or without cause and with or without notice.

## **7. Disclaimer of Warranties**

7.1 Availability: We do not guarantee that the System will be error-free, uninterrupted, or available at all times.

7.2 The System is provided "as is" and "as available" without warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **8. Limitation of Liability**

To the extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues. In no event shall our liability, whether in contract, tort, or otherwise, exceed the fees paid by you for using the System.

## **9. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts in Malaysia.

## **10. Contact Information**

If you have any questions or concerns about these terms and conditions, please contact us at [procurement@marij.my](mailto:procurement@marij.my).

This Term and Conditions shall prevail in the event of any inconsistencies of information in the Policies (insert link for all policies) of the System.

By registering for the System, you acknowledge that you have read, understood, and agreed to these terms and conditions.

**[Malaysia Automotive Robotics and IoT Institute] [19<sup>th</sup> September 2023]**