

# LifeStyle2U - Terms of Service Agreement

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## **“Lifestyle2u”Terms of Service Agreement**

Welcome to “Lifestyle2u”, a web advertising portal that advertises all the hottest venues, events and services in Malaysia.

OnAir Solution (“OnAir”) operates [www.lifestyle2u.com.my](http://www.lifestyle2u.com.my) (the “Site”) and provides access to its services (“Service”) to individuals, sole proprietors, partnerships, businesses and corporations (“Users”, “Members”, “Advertisers” or “You”) subject to the following terms and conditions contained herein (herein referred to as the “User Agreement”). Our services comprise of, but not limited to, our categories that include [www.lifestyle2u.com.my](http://www.lifestyle2u.com.my), online services, account management services, and customer support (“Site and Services”). As a condition of using the Site and Services, the Company requires that you review and accept this User Agreement.

This Agreement sets out the legally binding terms of your use of the Website (whether or not you become a Member) and your membership in the Service, if any, and may be modified by us at any time without prior notice. All such modifications will be effective upon posting on the Website, and any use by you of the Website or the Service after the posting of any such modification will constitute your agreement to that modification. The terms of our [Privacy Policy](#), and any notices regarding the Website or the Service sent to you or posted on the Website are incorporated into and made part of this Agreement. Links to copies of each of these policies and notices can be found on the Lifestyle2u website.

## **Confidential Information**

You are responsible for keeping your Lifestyle2u password confidential, ensuring that your account is not used by others and you are responsible for any actions that occurs if your account is used by others. If your password becomes known to others you should inform us immediately. Lifestyle2u reserves the right to refuse access to the website and remove or edit content at our discretion.

## **Eligibility**

You must be sixteen or over to register as a Member or to use the Website. Use of the Website and membership in the Service are void where prohibited. By agreeing to these terms or by using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

## **Term**

Users of Lifestyle2u may post reviews as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties and does not contain any form of commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Lifestyle2u always reserves the right (but not

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the obligation) to remove or edit any content.

If you do post content or submit material, you grant Lifestyle2u a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You also grant Lifestyle2u the right to use (or choose not to use) the name that you submit in connection with such content. You may only post content to this website which you own the rights to, which is accurate, and which does not cause injury to any person or entity. You agree to indemnify Lifestyle2u for all claims brought by a third party against Lifestyle2u in connection with content which you post. On Air reserves the right to terminate any members who misuse this website services.

## **Copyright and Trade marks**

All content included on the website, such as text, graphics, logos and images is the property of Lifestyle2u or its content suppliers unless otherwise stated and is protected by Malaysia and international copyright laws.

## **Third Party Websites and Links**

This website may contain links or references to other websites maintained by third parties over whom On Air has no control. Such links are provided merely as a convenience. Similarly, this website may be accessed from third party links over which On Air has no control. On Air makes no warranties or representations of any kind as to the accuracy or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information.

## **No endorsement**

Reference to any product, process, publication, or service of any third party by trade name, trademark, and manufacturer advertisement or otherwise does not constitute or imply the endorsement or recommendation of such by On Air.

## **Member Disputes.**

You are solely responsible for your interactions with other Members. We reserve the right, although we have no obligation, to monitor disputes between you and other Members, and to take any action that we feel may be appropriate in our sole discretion, consistent with the terms of this Agreement, including the termination of the membership of one or more Members.

## **No franchising**

There is strictly no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us or between us and any other Member or user of the Website.

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## **Finalized/Acceptable Use**

Users agree not to use the Site in such a way as to violate any law, or to misuse the proprietary information or property of others for their own purposes or otherwise, and not to make postings which are threatening or defamatory or otherwise injurious to the safety, business or reputation of others.

Without limiting the generality of the foregoing, Users shall not do any of the following or permit any of our Clients' users, or other third parties to do any of the following:

- Disclose private communications without permission to parties other than the intended recipient, or disclose confidential information;
- Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law.
- Post or transmit any information or software that the sender is aware contains a virus, worm, or other harmful component;
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material which is protected by copyright or other proprietary right, without obtaining the permission of the copyright owner or right holder;
- Falsify user information provided to On Air or to other users of the Service in connection with the use of a On Air service;
- Account sharing, including without limitation, letting third parties use their account and password.

On Air considers the above practices strictly to constitute abuse of the Service and of the recipients of such unsolicited mailings or postings or both, who often bear the expense. Engaging in one or more of these practices may result in termination of a User's account.

Nothing contained in this policy shall be construed to limit On Air actions or remedies in any way with respect to any of the foregoing activities, and On Air reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation, all rights and remedies available to it at law or in equity.

## **Blog/Forums Usage Terms**

- Always respect your audience, strictly do no use personal insult, obscenity and show consideration for the privacy of others.
- Appropriately cite other bloggers.

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- A blog is a public forum and is not a proper location to voice personal differences with others.
- Understand your subject and provide a reasoned basis for your opinion.
- The writer is solely responsible to his/her contents and any actions or claims made as a result of the writer's postings.
- In general, however, users should be careful when using copyright contents without the permission of those who created it.
- We strictly do not authorize the hosting of sites that exist for the main purpose of attracting commercial traffic through pornography/mp3s.

### **Termination**

On Air may terminate subscribed members immediately without prior notice in the event of a breach of these Terms and Conditions.

### **Disclaimer of Warranties**

THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. ONAIR SOLUTION DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY SYSTEM INTEGRATION OR QUIET ENJOYMENT. ONAIR SOLUTION DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ONAIR SOLUTION MAKES NO WARRANTY THAT THE LISTED SERVICES OR SITE WILL MEET USERS' REQUIREMENTS OR EXPECTATIONS. ONAIR SOLUTION EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED SERVICES ADVERTISED THROUGH THE WEBSITE, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANOTHER USER.

### **Limitation of Liability**

IN NO EVENT SHALL ONAIR SOLUTION BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE CONTENT INCLUDING WITHOUT LIMITATION ANY MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING WITHOUT LIMITATION, LOSS OR REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF THE COMPANY OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IN ADDITION IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO A USER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN

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CONTRACT OR IN TORT) EXCEED THE AMOUNT OF FEES PAID BY THE USER TO THE COMPANY IN CONNECTION WITH THE DISPUTED SERVICES.

## **“Lifestyle2u” Privacy Policy**

Lifestyle2u is web advertising portal that advertisers all the hottest venues, events and services in Malaysia. To accomplish this, each Lifestyle2u Member is required to create his or her own profile, which contains the personal information that the Member chooses to include. This personal information includes:

- First name or first and last names of the Member
- Age and Gender
- Username and Password

We log your IP address, browser type, access times, and referring site to help diagnose potential problems with our server, and to administer our Web Site. Your IP address is used to gather broad demographic information.

This site contains links to other sites and locations. We are not responsible for the privacy practices or the content of such Web sites.

## **Security**

The Lifestyle2u account of every Member is password-protected. Lifestyle2u takes every necessary precaution to protect the information of the esteemed Members. We use security measures to protect all information that is stored on our servers and within our database. We limit the access to this information to those employees who need access to perform their job function only. This security measures protects the loss, misuse and any sort of alteration of the information under our control and we will make every effort to maintain the security and privacy of that information. If you have any questions about the security at our website, please contact us.

## **Changes in Our Privacy Policy**

If we change our privacy policy, we will post those changes on our web site so the Members and other users of the Lifestyle2u website are always aware of what information we collect, how we utilize it, and under what circumstances, if any, we disclose it. If we are going to use Members' or other users' personal information in a manner different from that stated at the time of collection, we will notify those Members and users via email.

## **Applicable Laws**

This Agreement is governed by the laws of Malaysia and the Parties submit to the exclusive jurisdiction of the Courts of Malaysia.

## **Choice/Opt-Out**

Our site provides subscribed members the opportunity to opt-out of receiving communications from our Lifestyle2u partners and us.

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## **Contacting the Web Site**

If you have further questions about our privacy policy, the practices of this site, or your dealings with this Web site, please do not hesitate to contact us at :  
[stephanie@lifestyle2u.com.my](mailto:stephanie@lifestyle2u.com.my)