

UOBM Mighty Dine

Terms of Use

The dining features (“UOBM Dine”) of the United Overseas Bank (Malaysia) Bhd (271809-K) (“**UOBM**”) Mighty mobile application (“App”) is a service offered under UOBM Mobile Services. Access to UOBM Dine is granted by us subject to these terms of use, our Legal Notices (http://www1.uob.com.my/terms_conditions.html) and our Privacy and Security Terms (http://www1.uob.com.my/privacy_policy.html) (collectively the “Terms”). **Please read these Terms carefully. By accessing UOBM Dine, the App and/or using the services offered in the App, you agree to be bound by these Terms. If you do not accept any of these Terms, please discontinue your access immediately to UOBM Dine, this App and/or use of the services offered in the App immediately.**

These Terms are subject to change and may be modified, deleted or replaced from time to time at our sole and absolute discretion twenty-one (21) days’ prior notice. If you do not accept the change or addition to these Terms, you must stop using the App and the services in the App. If you continue to use the App and the services in the App after the change or addition takes effect, you are deemed to have accepted the change or addition without reservation.

1. Access of the App

- 1.1. During the use of UOBM Dine, you may be required to sign in to your Facebook account through the App and/or provide us with your name and contact information. By accessing your Facebook account through the App, you authorise us to (i) retrieve the display name, and the email associated with your Facebook account for the purpose of making restaurant reservations through Singtel Digital Media Pte Ltd. (“SDM”) which owns and manages HungryGoWhere.my; and (ii) to post any content posted, uploaded or transmitted by you through the App on your Facebook account. We shall not be responsible for any changes to the features, functionality or terms that govern your Facebook account as we have no control or influence over Facebook’s terms, privacy or account settings.
- 1.2. By proceeding to rate a restaurant, share your experience, recommend a dish or otherwise post on Facebook through the App, you understand, agree and acknowledge that you will be disclosing on Facebook that you are one of our customers and you consent to and authorise such disclosure.

2. Content and User Conduct

- 2.1. You understand that you are responsible for any content that you post, upload or transmit (“User Content”) and any action you perform on or through the App.
- 2.2. You acknowledge that the App is used by a community of users and you agree:

- 2.2.1. not to cause or knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to us or any of our customers or users of the App.
- 2.2.2. not to use any device, software or routine to interfere or attempt to interfere with the proper working of the App.
- 2.2.3. to ensure that the software and Equipment used by you to operate and access the App are well maintained and free from viruses.
- 2.2.4. to use the App in a manner consistent with all applicable laws and regulations.
- 2.2.5. not to use the App to post, upload or transmit content that:
 - (a) contains any advertising and promotional message;
 - (b) infringes or violates any copyright, trademark or any other intellectual property or any other proprietary rights of any person, or violates any obligation of confidence;
 - (c) contains any erroneous, misleading, inaccurate, obscene, offensive, abusive, defamatory, racist, blasphemous, seditious or otherwise illegal or actionable materials;
 - (d) is bias or which you have a vested interest, unless you have provided full and frank disclosure of your vested interest in the content to ensure the objectivity of readers of the content; or
 - (e) contains any material in any form that would otherwise render us liable or expose us to any proceedings whatsoever.

In these Terms, “Equipment” means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the internet, any computer or mobile equipment, device, terminal or system which may be required to access and use our services.

3. Review Policy

- 3.1. We have the right (but not the obligation) in our sole discretion to monitor, moderate, refuse or remove any content that is available on the App without reference to you. Without limiting the foregoing, we reserve the right to remove or alter any content that violates these Terms, is otherwise objectionable or for any other reason in our sole discretion.
- 3.2. To assist us with moderation of content, we have provided a [“Suggest Change to Restaurant Info”] button in the App for you to report any objectionable content to us. We shall review such reports and moderate the content as we may deem appropriate in our sole discretion.
- 3.3. Notwithstanding our right to monitor, moderate and remove the content posted or transmitted on the App, you acknowledge and agree that we do not endorse or recommend any User Content. You agree to use and rely on all statements, offers, information, opinions and materials from other users, advertisers and other third parties on this App with care and discretion and at your own risk, and we shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance.

- 3.4. We do not assume any liability or responsibility and shall not be liable or responsible for any User Content or for any loss, damage or liability incurred by you in connection with any User Content, including any errors, misrepresentation, defamation, abuse, obscenity, blasphemy or otherwise that you may encounter.
- 3.5. You are solely responsible for creating backup copies of and replacing any User Content you post, upload or store on this App at your sole cost and expense.
- 3.6. Without prejudice to our Legal Notices, you may not translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the App or create derivative works based on the App. For purposes of these Terms, "reverse engineering" includes the analysis of the App to ascertain the source code, structure, organization, internal design, algorithms or encryption devices of the App's underlying technology.

4. Content Posted, Uploaded or Transmitted

- 4.1. You agree to grant to us a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of and publicly display any User Content. We shall have the right to use any ideas, concepts, know-how or techniques contained in User Content for any purpose including but not limited to developing and marketing products and services. We shall have the right (but not the obligation) to use your name in connection with such User Content for any purpose and in such manner as we deem fit and you expressly agree and consent to us using your name as such.
- 4.2. Without prejudice to the generality of the foregoing, you understand, agree and acknowledge that by rating a restaurant, sharing your experience, recommending a dish or otherwise posting, uploading or transmitting User Content through the App, you may be disclosing on the App that you are one of our customers and you hereby consent to and authorise such disclosure.

5. Use of In-App Restaurant Booking Services

- 5.1. The restaurant reservation service ("Online Booking Service") is solely provided and managed by SDM and is governed by its own privacy, security and accessibility policies. We have no control over the Online Booking Service. Your access and use of the Online Booking Service is at your own risk and subject to the terms and conditions of access and/or use attached to it.
- 5.2. We make no representation or warranties and to the fullest extent permitted by law, expressly exclude and disclaim any representations or warranties, express or implied, written or oral, in respect of the Online Booking Service provided via the App. We shall not be responsible or liable and accept and assume no responsibility or liability for any injury, damage or loss suffered

arising from or in connection with any access and/or use of or inability to access and/or use the Online Booking Service or with any aspect of the service provided by SDM, or reliance on the contents/information provided by the Online Booking Service. We are not an agent of SDM and are only facilitating the Online Booking Service process between you and SDM. We do not review, approve, verify, warrant or make any representation with respect to SDM or the contents/information provided by the Online Booking Service. Any disputes about or dissatisfaction with the quality, standard of service and/or honouring of restaurant reservations must be resolved directly with the SDM.

6. No Warranty on Links and Use Of Agents, Consultants and Sub-Contractors

- 6.1. We may provide links to other websites, software and mobile applications (“Third Party Links”) and may make use of agents, consultants and sub-contractors to provide services. We do not guarantee the contents of the Third Party Links and shall not be responsible or liable for any loss or damage howsoever arising in connection with what you do through the Third Party Links or with any aspect of the services provided by the agents, consultants and sub-contractors.

7. Representations and Warranties

- 7.1. You represent and warrant that:
- 7.1.1. you have full legal capacity and authority, to agree to these Terms and to give us all instructions in connection with our services (more particularly, the services made available through the App), and to comply with your obligations under these Terms;
 - 7.1.2. your obligations under these Terms are valid, binding and enforceable; and
 - 7.1.3. you will not use any of our services for any unlawful activity.

8. Exclusion of Liability

- 8.1. Without prejudice to the generality of any other provision in these Terms and to the fullest extent permitted by law, we shall not be responsible or liable to you for any claims, actions, losses, damages, demands, liabilities and costs of any kind (“Loss”) you may suffer in connection with our services howsoever arising (whether reasonably foreseeable or not), even if we have been advised of the possibility of the Loss, including Loss from:
- 8.1.1. alteration of any instruction;
 - 8.1.2. the use of the App by third parties, whether authorised or unauthorised by you;
 - 8.1.3. theft or loss of your Equipment on which the App is installed;
 - 8.1.4. unavailability or improper functioning of any of our services;
 - 8.1.5. any computer or system virus interference, sabotage or any other causes which may interfere with any of our services or any breakdown or malfunction due to any cause whatsoever, of computer software or

- equipment whether belonging to us or not, used in connection with any of our services;
- 8.1.6. any delay or error (including, in the transmission of any electronic messages);
 - 8.1.7. our refusal to act on any instruction, or any other thing we do or do not do;
 - 8.1.8. whatever action we take to meet any obligation, either in Malaysia or elsewhere in the world, in connection with the prevention of any unlawful activity;
 - 8.1.9. your default; or
 - 8.1.10. termination of our services.

9. Indemnity

- 9.1. You agree to indemnify, defend and hold us, our directors, officers, employees, suppliers, licensors, agents, and any third party content providers harmless, from and against any Loss, occasioned by or howsoever arising out of your use of the App, your access or connection to the App (including the hosting of User Content posted or uploaded to or transmitted through the App), your violation of these Terms, or your violation of any rights of another. This indemnity will survive any termination of your relationship with us or your use of the App. We reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

10. Electronic Records

- 10.1. You agree that these Terms, although in electronic form, are binding, valid and enforceable against you.

11. Termination

- 11.1. We will use reasonable efforts to ensure that our services will be available during the specified times but we cannot guarantee that they will be available and uninterrupted. We may suspend temporarily the operations of any service to update, upgrade, maintain or enhance it.
- 11.2. We may at any time, terminate, cancel or suspend the operations or the use of any of our services with prior notice or liability to you.

12. Miscellaneous

- 12.1. Impairment of Terms: If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.
- 12.2. Waiver: Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

- 12.3. Force Majeure: In the event we are unable to observe or perform any of these Terms due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing these Terms for the duration of the disabling event. We shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events. Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.
- 12.4. Governing Law and Jurisdiction: These Terms are governed by and interpreted according to the laws of Malaysia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against us can only be brought in the courts of Malaysia.