

THE 1.COM.MY CLOUD TERMS OF SERVICE

between 1.com.my d/b/a The 1.com.my Cloud ("we" or "1.com.my") and the customer who orders 1.com.my services ("you" or "Customer").

THE AGREEMENT

Your use of 1.com.my services is governed by these Terms of Service, the 1.com.my Cloud Acceptable Use Policy, and the terms of your Order. When we use the term "Agreement" in any of the Order, Terms of Service, or Acceptable Use Policy, we are referring collectively to all of them. Sections 1 – 29 of these Terms of Service state the general terms applicable to all Cloud Services, and Sections 30 – 34 state additional terms that will apply only if you elect to purchase the particular services described in those sections. If the individual who submits an Order does so on behalf of a company or other legal entity, the individual represents that he or she has authority to bind that entity to the Agreement. **This Agreement is the complete and exclusive agreement between you and 1.com.my regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.**

GENERAL TERMS

1. DEFINED TERMS

Some words used in the Agreement have particular meanings:

"**Acceptable Use Policy**" or "**AUP**" means the 1.com.my Cloud Acceptable Use Policy as of the date you sign the Order, as it may be amended pursuant to Section 21 below.

"**Business Day**" means 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding federal public holidays.

"**Confidential Information**" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, the 1.com.my cloud system, (ii) for 1.com.my, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including non-graphic information you may observe on a tour of a data center), server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"**Junk Mail**" means email that is captured by our mail filter and other email that is reported by you to 1.com.my as undesirable.

"**Order**" means either: (i) the online order that you submit to 1.com.my via the 1.com.my website, or (ii) any other written order (either in electronic or paper form) provided to you by 1.com.my for signature that describes the Services you are purchasing, and that is signed by you, either manually or electronically.

"**Services**" means those services described in the Order.

2. 1.COM.MY'S OBLIGATIONS

Contingent on 1.com.my's acceptance of your Order, and subject to these Terms of Service, 1.com.my agrees to provide the Services. If you have met 1.com.my's minimum financial commitment for support, 1.com.my will provide support for the Services twenty four hours per day, seven days per week, year round. 1.com.my agrees to follow security procedures at least as stringent, in 1.com.my's reasonable judgment.

3. YOUR OBLIGATIONS

You agree to do each of the following: (i) comply with applicable law and the 1.com.my Cloud Acceptable Use Policy (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in light of your use of the Services, (iv) cooperate with 1.com.my's reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date; and (vi) immediately notify 1.com.my of any unauthorized use of your account or any other breach of security. In the event of a dispute between us regarding the interpretation of applicable law or the AUP, 1.com.my's reasonable determination shall control.

4. ACCESS TO THE SERVICE

You may access the Services via the online control panel, or via a 1.com.my-provided Application Programming Interface or API. 1.com.my may modify its control panel or APIs at any time, or may transition to new API's. Your use of any API you download from the 1.com.my website is governed by the license terms included with the code in the file named "COPYING" or "LICENSE" or like caption.

5. SERVICE LEVEL AGREEMENT

The Service Level Agreement(s) listed below are part of this Agreement for those Services you are buying:

* Cloud Products SLA

6. TERM

The initial term for each Order begins on the date we make the Services available for your use and continues for the period stated in the Order. If no period is stated in the Order, then the initial term shall be one month. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one month each, unless and until one of us gives the other a written notice of non-renewal prior to the expiration of the initial term, or then-current renewal term, as applicable. You must follow 1.com.my's non-renewal process accessible from your control panel to give an effective notice of non-renewal.

7. FEES

1.com.my will charge you the fees stated in your Order. If you have made a minimum commitment in your Order, and your actual usage does not meet or exceed the minimum commitment, 1.com.my will charge you the difference between your minimum commitment and your actual usage. Unless you have made other arrangements, 1.com.my will charge your credit card without invoice as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle, and (ii) for non-recurring fees (such as fees for initial set-up, overages, compute cycle fees, and domain name registration) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at 1.com.my's option; provided that 1.com.my may wait to charge your credit card until the total aggregate fees due are at least \$50. Unless otherwise agreed in the Order, your billing cycle will be monthly, beginning on the date that 1.com.my first makes the Services available to you. If you are using 1.com.my's billing services, as described in Section 31 (Billing Services) below, 1.com.my may at its option, either include the fees, charge backs, and other items described in Section 31 with your recurring or non-recurring fees, as applicable, or deduct them from your remittances. 1.com.my may suspend all services (including services provided pursuant to any unrelated Order or other agreement we may have with you) if our charges to your credit card are rejected for any reason. 1.com.my may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate if it is less than 1.5%). If any amount is overdue by more than thirty (30) days, and 1.com.my brings a legal action to collect, or engages a collection agency, you must also pay 1.com.my's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in US Dollars. Any "credit" that we may owe you, such as a credit for failure to meet a service level guaranty, will be applied to fees due from you for services, and will not be paid to you as a refund. Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed accurate. You must provide 1.com.my with accurate factual information to help 1.com.my determine if any tax is due with respect to the provision of the Services, and if 1.com.my is required by law to collect taxes on the provision of the Services, you must pay 1.com.my the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax. You authorize 1.com.my to obtain a credit report at any time during the term of the Agreement. Any credit that we may owe you, such as a credit for a SLA remedy, will be applied to unpaid fees for services or refunded to you, at our option.

8. FEE INCREASES

If you are under a month-to-month contract, then we may increase fees at any time on forty-five (45) days advance written notice. If the initial term of your Agreement is longer than one month, then we may increase your fees effective as of the first day of the renewal term that first begins forty-five days from the day of our written notice of a fee increase. In addition, if during the initial term or any renewal term there is an increase in the Producer Price Index over the Producer Price Index reported for the month in which you signed your Order, we may increase your fees by the same percentage as the increase in the Producer Price Index; provided that we may not increase your fees pursuant to this sentence more often than once per twelve months, and we must give you at least thirty days advance written notice of the increase. The "Producer Price Index" means the Producer Price Index for Finished Goods, WPUSOP3000, not seasonally adjusted, and first published as "preliminary" data by the United States Bureau of Labor Statistics in its PPI Detailed Report or successor publication. For historical information on the Producer Price Index, you may visit the Bureau of Labor Statistics website.

(Example: if the Producer Price Index for the month in which you sign the Order is 186, and then increases in a subsequent month during the term of the Order to 195, we may increase your fees by up to 4.8%).

9. SUSPENSION

We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used (or have been or will be used) in violation of the Agreement, (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our network or our other customers, (vi) a payment for the Services is overdue, or (vii) suspension is required by law. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect 1.com.my or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we may continue to charge you the fees for the Services during the suspension, and may charge you a reasonable reinstatement fee (not to exceed \$150) upon reinstatement of the Services.

10. TERMINATION FOR CONVENIENCE; EARLY TERMINATION FEE

You may terminate the Agreement for convenience at any time on thirty days advance written notice. If you terminate the Agreement for convenience, in addition to other amounts you may owe, you must pay an early termination fee equal to any minimum monthly financial commitment you have made for the remaining portion of the then-current term.

11. TERMINATION FOR BREACH

We may terminate the Agreement for breach on written notice if: (i) we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, (ii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement at the time you submitted the Order for Services, or if you are an entity or fiduciary, the individual submitting the Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, (iii) your payment of any invoiced amount is overdue, and you do not pay the overdue amount within three (3) days of our written notice, (iv) a credit report indicates you no longer meet our reasonable credit criteria, provided that if we terminate on these grounds, we must give you a reasonable opportunity to migrate your environment out of 1.com.my in an orderly fashion, (v) you use your Service in violation of the AUP and fail to remedy the violation within ten (10) days of our written notice, (vi) you violate the AUP more than once, even if you cure each violation, or (vii) you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to you describing the failure.

You may terminate the Agreement for breach on written notice if: (i) we materially fail to provide the Services as agreed and do not remedy that failure within five (5) days of your written notice describing the failure, or (ii) we materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.

12. ACCESS TO DATA

You will not have access to your data stored on the 1.com.my Cloud system during a suspension or following termination.

We backup the 1.com.my Cloud systems on a periodic basis so that we are able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, we may destroy all but the most recent backup. These backups may not be available to you or, if available, may not be useful to you outside of the 1.com.my Cloud systems.

Although the 1.com.my Cloud service may be used as a backup service, you agree that you will maintain at least one additional current copy of your programs and data stored on the 1.com.my Cloud system somewhere other than on the 1.com.my Cloud system.

13. UNAUTHORIZED ACCESS TO YOUR DATA OR USE OF THE SERVICES

1.com.my is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from 1.com.my's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

14. DISCLAIMERS

We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information, and property. 1.com.my has no obligation to provide security other than as stated in this Agreement. We disclaim any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. You are solely responsible for the suitability of the service chosen. If you have not made the minimum financial commitment for support and SLA coverage, the Services are provided AS IS. Any voluntary services we may perform for you at your request and without any additional charge are provided AS IS.

15. EXPORT MATTERS

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom 1.com.my is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

16. CONFIDENTIAL INFORMATION

Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

- i. to our respective service providers, agents, and representatives, provided that such service providers, agents, or representatives agree to confidentiality measures that are at least as stringent as those stated in these General Terms and Conditions.
- ii. to law enforcement or government agency if required by a subpoena or other compulsory legal process, or if either of us believes, in good faith, that the other's conduct may violate applicable criminal law as required by law; or
- iii. in response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

17. LIMITATION ON DAMAGES

Our obligations to you are defined by this Agreement. We are not liable to you for failing to provide the Services unless the failure results from a breach of this Agreement, or results from our gross negligence or willful misconduct. The dollar credits stated in the Service Level Agreement are your sole and exclusive remedy for unavailability of the Services.

Neither of us (nor any of our employees, agents, affiliates or suppliers) is liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages.

Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from 1.com.my's negligence, the maximum aggregate monetary liability of 1.com.my and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed the greater of (i) the amount of fees you paid for the Services for the six months prior to the occurrence of the event giving rise to the claim, or (ii) Five Hundred Dollars (\$500.00).

18. INDEMNIFICATION

If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "1.com.my Indemnitees") are faced with a legal claim by a third party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, or violation of Section 15 (Export Matters) of these Terms and Conditions, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is imposed on the 1.com.my Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. If you resell the Services, the grounds for indemnification stated above also include any claim brought by your customers or end users arising out of your resale of the Services. We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this Section as we incur them.

19. MICROSOFT SOFTWARE

In addition to the terms of our Agreement, your use of any Microsoft® software is governed by Microsoft's license terms.

20. WHO MAY USE THE SERVICE

You may resell the Services, but you are responsible for use of the Services by any third party to the same extent as if you were using the Services yourself. If you resell any part of the Services that includes Microsoft software, then you must include these Microsoft terms described in Section 19 (Microsoft Software) above in a written agreement with your customers as well as the content of Section 23 (No High Risk Use). Unless otherwise agreed, 1.com.my will provide support only to you, not to any other person you authorize to use the Services. There are no third party beneficiaries to the Agreement, meaning that third parties do not have any rights against either of us under the Agreement.

21. CHANGES TO THE ACCEPTABLE USE POLICY

We may change our Acceptable Use Policy, provided that any changes are reasonable and consistent with applicable law and industry norms. Any such changes made during the term of your Agreement will become effective to your account upon the first to occur of: (i) renewal, (ii) your execution of a new/additional Order for your account that incorporates the revised AUP or General Terms, or (iii) thirty (30) days following our notice to you describing the change. If the change materially and adversely affects you, you may terminate the Agreement by giving us written notice of termination on such grounds no later than thirty (30) days following the date the change became effective for your account, and we will not enforce the change with respect to that account for thirty (30) days following the date of your notice. If you terminate your Service because the change adversely affects you, we may decide not to enforce that change with respect to your account and keep your Agreement in place for the remainder of the term.

22. NOTICES

Your routine communications regarding the Services should be sent to your 1.com.my Cloud account team using your 1.com.my Cloud control panel. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and postal mail to:

Your Website Solution Sdn Bhd
B-3-01, Jalan PJU 1A/7A
Oasis Ara Damansara
47301 Petaling Jaya
Selangor, Malaysia.

1.com.my's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, United States mail, or overnight courier, except that 1.com.my may give notice of an amendment to the AUP by posting the notice on your 1.com.my Cloud control panel. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as defined below, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that you log on to your 1.com.my Cloud control panel after the time that the notice is posted. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

23. NO HIGH RISK USE

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

24. OWNERSHIP OF INTELLECTUAL PROPERTY

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by 1.com.my during the performance of the Services shall belong to 1.com.my unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

25. IP ADDRESSES

Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by 1.com.my in connection with Services, including pointing the DNS for your domain name(s) away from 1.com.my Services.

26. ASSIGNMENT / SUBCONTRACTORS

You may not assign the Agreement without 1.com.my's prior written consent. We may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. 1.com.my may use third party service providers to perform all or any part of the Services, but 1.com.my remains responsible to you under this Agreement for work performed by its third party service providers to the same extent as if 1.com.my performed the Services itself.

27. FORCE MAJEURE

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

28. GOVERNING LAW, LAWSUITS

The Agreement is governed by the laws of the State of Texas, exclusive of any Texas choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Bexar County, Texas, and we each agree not to bring an action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against 1.com.my or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued.

29. SOME AGREEMENT MECHANICS

These Terms of Service may have been incorporated in your Order by reference to page on the 1.com.my website. Although we may from time to time revise the Terms of Service posted on that page, those revisions will not be effective as to an Order that we accepted prior to the date we posted the revision, and your Order will continue to be governed by the Terms of Service posted on the effective date of the Order. However, any amended Terms of Service will become effective on the first day of the renewal period that follows the date that the new Terms of Service were posted by at least thirty days. In addition, if over time you sign multiple Orders for a single account, then the Terms of Service incorporated in the latest Order posted on the effective date of the latest Order will govern the entire account. 1.com.my may accept or reject any Order you submit in its sole discretion. 1.com.my's provisioning of the Services described in an Order shall be 1.com.my's acceptance of the Order.

An Order may be amended by a formal written agreement signed by both parties, or by an exchange of correspondence, including electronic mail, that includes the express consent of an authorized individual for each of us. Any such correspondence that adds or modifies Services in connection with an account established by an Order shall be deemed to be an amendment to that Order, notwithstanding the fact that the correspondence does not expressly refer to the Order.

Other than as stated herein, the Agreement may be modified only by a formal document signed by both parties.

If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Order, Terms of Service, and the Acceptable Use Policy. If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and we agree that the tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." Sections 1, 7, 10, 16, 17, 18, 22, 24, 28, 29, 33 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

If you have made any change to the Agreement documents that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement.

The Agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

ADDITIONAL TERMS FOR CERTAIN SERVICES

30. DOMAIN NAME REGISTRATION SERVICES

If you register, renew, or transfer a domain name through 1.com.my, 1.com.my will submit the request to its domain name services provider (the "Registrar") on your behalf. 1.com.my's sole responsibility is to submit the request to the Registrar. 1.com.my is not responsible for any errors, omissions, or failures of the Registrar. Your use of domain name services is subject to the applicable legal terms of the Registrar posted at <http://www.1.com.my/cloud.com/legal>. You are responsible for closing any account with any prior reseller or registrar for the requested domain name, and you are responsible for responding to any inquiries sent to you by the Registrar.

31. BILLING SERVICES

If you use our reseller billing services, then you appoint 1.com.my your true and lawful attorney-in-fact to bill end users, charge end user credit cards, and receive the billing proceeds in accordance with this Section. You must obtain from each end user to be billed a specific authorization for 1.com.my, doing business as "Web Hosting Billing Systems," to charge the end user's credit card for all charges payable to you pursuant to the agreement between you and the end user. You must provide 1.com.my with the correct rate for any applicable sales or other tax to be billed. 1.com.my is not obligated to begin billing an end user until 3 business days following the date that you have provided 1.com.my with complete, consistent, and verifiable credit card and related billing information, and the end user has passed 1.com.my's credit card acceptance criteria. You represent and warrant to 1.com.my that the end user credit card authorization is complete and valid, and that all charges, including taxes, are accurate, bona fide, and in accordance with the law and your agreement between you and your end user. 1.com.my will attempt to charge the end users' credit cards one time according to the collections process outlined in the Cloud Sites™ Control Panel. 1.com.my will notify you if the charges are disallowed, canceled, charged back, or are otherwise uncollectible. Any further collection efforts are your responsibility. 1.com.my will suspend end users for non-payment on your instruction in accordance with 1.com.my's suspension procedures. 1.com.my will remit billing proceeds to you on a monthly basis via electronic funds transfer, check, or other method it may choose in its sole discretion. 1.com.my may hold billing proceeds for a reasonable period of time as necessary to ensure that the proceeds are not subject to any charge back or refunds. Generally, this means that the proceeds from the initial charge of a credit card will be held for 60 days, and subsequent charges will be held for 30 days. If total collected proceeds are less than \$50.00, 1.com.my may hold the proceeds for inclusion with the following month's remittance to you. You must repay any billing proceeds that 1.com.my remits to you that are subsequently charged back by or refunded to the end users' credit card companies or other payment processors, regardless of the reason for the charge back or refund. 1.com.my may, at its option, deduct from your monthly remittance or charge your credit card for any charge backs or refunds. You are responsible for reporting and remitting all taxes to the appropriate taxing authorities. 1.com.my will provide support to you and your end user on end user billing issues. Such support shall include answering billing questions, processing refunds and service credits, and updating credit card information. Your indemnification obligations stated in the Section – 18 (Indemnification) include third party claims arising from 1.com.my's provision of the billing services described in this paragraph, except and to the extent that such claims arise from 1.com.my's negligence, misconduct, or violation of the law.

32. MAIL SERVICES

32.1 Access. You may access you Mail Services over the web via our control panel, or via a 1.com.my-provided API. 1.com.my may modify its control panel or APIs at any time, or may transition to new APIs.

32.2 Management of the Service. 1.com.my will provision your initial mail environment, but you are otherwise responsible for managing your mail service, including adding mailboxes, adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters.

32.3 Filtering. 1.com.my will provide email filtering services designed to filter spam, phishing scams, and email infected with viruses. 1.com.my recommends that you employ additional security measures, such as a desktop virus scanner and firewall, on computers that are connected to the Internet. Email that is quarantined by the filtering system is excluded from the Service Level Guaranty above. 1.com.my will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your messages. **You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email and the failure to capture some unwanted email, including email infected with viruses. You hereby release 1.com.my and its employees, agents, affiliates, and third party suppliers from any liability for damages arising from the failure of 1.com.my's filtering services to capture unwanted email or from the capture of legitimate email, or from a failure of your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.**

32.4 Memory Limitations. Mail that exceeds the storage limit when received may be permanently lost. You may adjust the storage capacity of your individual mailboxes via the control panel, and it is your obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit may also be permanently lost. As of November 2008, the per-message size limit is 50MB.

32.5 Content Privacy. Your email messages and other items sent or received via the mail service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in these Terms of Service. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

32.6 Usage Data. We collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

33. CONTENT DELIVERY SERVICES

Content that you distribute using our content delivery services may not be as secure as content stored on the Cloud. You should use our content deliver services only for content that you intend to distribute to the public via your website.

34. BETA SERVICES

If you elect to participate in any beta test of a 1.com.my Service (a "Beta Service"), then your use of the Beta Service is subject to the following terms:

- i. You acknowledge that the Beta Service is a pre-release version and may not work properly.
- ii. You acknowledge that your use of the Beta Service may expose you to unusual risks of operational failures.
- iii. You should not use the pre-release version of the Beta Service in a live production environment. You must not use the Beta Service in any hazardous environments, life support, or weapons systems.
- iv. We may terminate the Beta Service at any time, in our sole discretion.
- v. The commercially released version of the Beta Service may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the commercial release or subsequent releases.
- vi. You are not entitled to any service level credits under our service level guaranties for downtime or other problems that may result from your testing.
- vii. During the beta test we will provide support for your use of the service only during our normal business hours – 8:00 a.m. – 5:00 p.m. Central Time, and not 24x7 as with our standard services.
- viii. You agree to provide prompt feedback regarding your experience with the Beta Service in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience. You agree that we may use your feed back for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the service shall be owned exclusively by 1.com.my.
- ix. You agree that all information regarding your beta test, including your experience with and opinions regarding the Beta Service, is "Confidential Information" of 1.com.my, as defined in these Terms of Service, and may not be disclosed to a third party or used for any purpose other than providing feedback to 1.com.my.
- x. The Beta Service is provided "AS IS" with no warranty whatsoever.

- xi. To the extent permitted by applicable law, 1.com.my disclaims any and all warranties with respect to the Beta Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- xii. The maximum aggregate liability of 1.com.my and any of its employees, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to you arising from your use of the Beta Service shall be a payment of money not to exceed Five Hundred Dollars (\$500.00).

Your services may be suspended or terminated for violation of this AUP in accordance with the 1.com.my Cloud Terms of Service.

Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

Inquiries regarding this policy should be directed to pin@1.com.my

Abuse

You may not use the 1.com.my Cloud's network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the 1.com.my Cloud network or website, or the 1.com.my Cloud's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Excessive Use of System Resources

You may not use any shared system provided by 1.com.my in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of 1.com.my Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Bulk or Commercial E-Mail

You must obtain the 1.com.my Cloud's advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that:

- your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and the 1.com.my Cloud's requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent - such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You must not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail;
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you.

The 1.com.my may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time. In addition, the 1.com.my may block the transmission of email that violates these provisions.

Authenticated SMTP Policy

In addition to the requirements above, you may not send email messages of similar content through the 1.com.my Cloud's SMTP servers to more than two-hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction.

The 1.com.my Cloud may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP in accordance with the Terms of Service.

Mail Relays

Generally, we do not allow bulk or commercial e-mail to be sent to more than five-thousand (5,000) users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a 1.com.my Cloud system or network or to breach the 1.com.my Cloud's security or authentication measures, whether by passive or intrusive techniques, without the 1.com.my Cloud's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your the 1.com.my Cloud services.

Offensive Content

You may not publish, transmit or store on or via the 1.com.my Cloud's network and equipment any content or links to any content that the 1.com.my Cloud reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech; is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to the 1.com.my Cloud; or
- is otherwise malicious, fraudulent or may result in retaliation against the 1.com.my Cloud by offended viewers.

Copyrighted Material

You may not use the 1.com.my Cloud's network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is the 1.com.my Cloud's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the 1.com.my Cloud network.
- You may only use IP addresses assigned to you by the 1.com.my Cloud in connection with you're the 1.com.my Cloud services.
- You agree that if the 1.com.my Cloud IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and the 1.com.my Cloud may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions;
- You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.
- You agree that if you register a DNS record or zone on 1.com.my managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, 1.com.my may modify, transfer, or delete such records or zones.

SLA

No credit will be available under your the 1.com.my Cloud Service Level Agreement for interruptions of service resulting from AUP violations.

Our no-loophole, no-legalese SLA

The 1.com.my believes that your websites, email and databases should always be protected against unscheduled outages. Our commitment to you is that every effort will be made to keep your sites online.

This isn't an empty promise:

1. Cloud Sites, powered by enterprise technology, is built to be highly robust.
2. We've hired great people.

Most importantly, we'll credit your next invoice with the equivalent of 1 day's hosting fee for each 60 minutes of unscheduled downtime (up to 100% of your Recurring Fee). It doesn't matter why - any time your websites, email or databases are offline or not functioning as a result of a failure in our systems, data center, or network is considered downtime, and we begin counting from the minute you open an incident report with our support team.

That's it - we've designed our SLA to be ultra-simple. Please note that the Cloud Sites SLA does not cover coding or configuration errors on your part, and like all hosts, we may schedule occasional maintenance windows that will affect the availability of some services. We'll post notification of scheduled maintenance before it happens, and since we operate clusters of servers, maintenance that causes downtime should be rare.

1.com.my respects your privacy and is committed to maintaining the privacy and confidentiality of personal data we collect. The purpose of our Privacy Statement is to demonstrate our firm commitment to the privacy and protection of all persons who provide personal data to 1.com.my and its affiliates. This Privacy Statement describes the ways we collect information from and about you, and what we do with the information, so that you may decide whether or not to provide information to us.

By visiting 1.com.my websites or are otherwise providing your personal information to 1.com.my via any other means, you are accepting and consenting to the practices described in this Privacy Statement.

For purposes of this Privacy Statement, the term "visitor" includes visitors to our websites who are not yet customers, those who become customers, as well as those who do not become customers; whether you upload information to our websites, download it, or are merely visiting our websites. You can choose not to provide certain information when using our websites but then you might not be able to take advantage of many of its features.

1. What do we collect and where?

The information we collect may include your personal information, such as your name, contact information, financial account numbers, IP addresses, Live Chat Messages, Telephone conversations, product and service selections and orders or other things that identify you individually.

Generally, we may collect information about you in the following manners:

- you may provide your personal information to us via chat, email or other written correspondence, telephone calls, web based forms, or other means;
- we use automated technical means to collect information about all website visitors for example by use of cookies;
- via third party providers; and
- 1.com.my affiliates located in the European Union may provide 1.com.my with personal information about their prospective or current customers.

Web Visit

You may visit our Websites in any of the following ways:

- By using your browser to navigate to our Websites including (but not limited to) www.1.com.my.com;
- By viewing an advertisement displayed on a third party website that is served content by our web server;
- By viewing an email that is served content by our or a third party web server.

When you visit our Website, our server logs your IP address (unique network addresses), the time and duration of your visit, and the time and duration of the pages on our website you view. If you arrive at our website by clicking a paid advertisement (including a paid search engine result) or a link in an email, then we will capture information that tracks your visit from that link. If you arrive at our Website by clicking a non-paid source, such as link in a non-paid search engine result or an unsponsored link on another website, we may capture information that tracks your visit from that source, to the extent we are able to do so. We may also capture information about your computer system, such as your browser type and operating system.

We will likely place a cookie on your hard drive during the web visit. A cookie is a unique alphanumeric identifier that we use to help us identify the number of unique visitors to our Website, whether or not those visitors are repeat visitors, and the source of the visits. Cookies cannot be executed as code or used to deliver a virus. Other servers cannot read them and personal information cannot be gathered from them. They are simply an identifier shared between you and us to allow us to improve the services we offer to you through our Website. If you do not wish cookies to be placed on your computer, then they can be disabled in your web browser. The option to do so is normally found in your browser's "security settings" section. However, please note, permanently disabling cookies in your browser may hinder your use of our Website as well as other websites and interactive services.

A web beacon, also known as a web bug, is a small graphic (usually 1 pixel x 1 pixel), that is embedded in a web advertisement, email, or page on our web site, but is invisible to you. When you view a page on our web site, an email or an advertisement your web browser will request the web beacon from a web server, which in turn will set a cookie in your web browser containing a unique identifier. This unique identifier will be linked to log information that is used to track your movements on our web site in order to determine the effectiveness of content and advertising campaigns.

We do not collect personal information about you as part of a web visit, but web visit information may be tied to other information (including personal information) we collect from you via chat, web forms, and the other means we describe in this Privacy Statement.

Our advertising agencies may also use web beacons and cookies to track your activity on our website originating from the advertisement. However, we will not provide your personal information to our advertising agencies. Our advertising agencies maintain their own privacy policies, and you should also review those.

Links to non-1.com.my Websites

We may provide links to third-party websites for your convenience and information. The privacy practices of those sites may differ from 1.com.my practices and are not controlled by 1.com.my and covered by this Privacy Statement. We do not make any representations about third-party websites. We encourage you to review their privacy policies before submitting your personal data.

Personal information received from the EU

When 1.com.my is a data controller – Safe Harbor compliance

1.com.my adheres to the Safe Harbor Principles (Notice, Choice, Onward Transfer, Security, Data Integrity, Access and Enforcement) as described in this Privacy Statement, with respect to the personal data we collect from EU data subjects or receive from our affiliates located in the EU, such as information regarding service requests, service orders, handling orders, delivering services and processing payments; and have certified our compliance with the Safe Harbor Framework to the United States Department of Commerce. 1.com.my Safe Harbor certification can be found at <https://www.export.gov/safehrbr/list.aspx>.

When 1.com.my is a data processor

1.com.my's obligations with respect to personal data for which 1.com.my is solely a data processor, such as personal data that 1.com.my's customers store or transfer using 1.com.my's technology hosting services, are defined in its agreements with its customers and are not included in this Privacy Statement. In those circumstances 1.com.my receives personal data from the EU as an agent of the customer merely for processing and is not required to apply Safe Harbor principles to that information. The customer will remain responsible for the personal data that it collects and processes and for the compliance with applicable data protection laws.

Sensitive Information

We will not intentionally collect or maintain, and do not want you to provide, any information regarding your medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs or other sensitive information.

Children's Online Privacy Protection

Our services are not designed for or directed to children under the age of 13, and we will not intentionally collect or maintain information about anyone under the age of 13.

2. What do we use this information for?

Personal Information

We may use your information to process your service requests, handle orders, deliver products and services, process payments, communicate with you about orders, provide access to secure areas of the Website, recommend merchandise and services that might be of interest to you, to personalize your visit to our Website, and to enable us to review develop and continually improve the products services and offers we provide online. We also use this information to prevent or detect fraud or abuses of our Website and to enable third parties to carry out technical, logistical or other functions on our behalf.

Contact Information

We use visitor information to send information about our company to visitors and to get in touch with them when necessary. We also use the information we collect to improve the content of our websites and as training aides for our employees. Visitors are given the choice at the point when we request their information.

Financial Information and payment card details

We may ask visitors to enter credit card or account information in order to process orders for services placed with 1.com.my or its affiliates. Financial information provided via our website or via the 1.com.my portal is transferred over a secure connection. We collect this information on a transaction-by-transaction basis and will not authorize the release of the information with anyone not directly involved in processing the transaction. This information may be encrypted and stored for logging purposes in accordance with applicable regulatory requirements.

Credit card numbers are used only for processing payments and are not used for any other purposes. When we use third party service providers for credit card processing services we will enter into a written agreement with such third party ensuring appropriate security and confidentiality measures are in place in safeguarding your personal data.

We use web visit information to measure interest in and develop our web pages and marketing plans, customize the content you view on your web visits based on your activity on past visits, and administer our Website.

- **We use the visitors' IP address** to help diagnose problems with our servers, and to administer our Websites.
- **We use cookies** to help us recognize visitors as unique visitors (just a number) when they return to our websites. For example, if there are 1,000 visits to our website on a certain day, we can use cookies to discover how many of those visits were made via the same browser (same visitor). We may also use the cookie to discover whether a certain visitor has visited our site more than once, and the source for each visit. We also use cookies to: allow us to tailor content or advertisements to match your preferred interest; avoid showing visitors the same advertisements repeatedly; compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our Website (we cannot identify visitors personally in this way); count the number of anonymous users of our sites.
- **We use web beacons** to count the number of times that our advertisements and web-based email content are viewed. We combine web beacon information with cookies to track activity on our website originating from advertisements and web-based email content.

We use information you provide to us via telephone calls, chat, email, web forms and other communications to correspond with you about services you may be interested in purchasing. If you elect to purchase a service online using a web form, we will use the information to establish your account. Information you submit in writing, such as chat, email, and web form information is archived and may be tied to information that we collect about your web visits. Your telephone call may be recorded for training purposes and we may enter information you provide via telephone into our systems to use for the purposes described in this paragraph.

3. Disclosure of Personal Information

Personal information we gather is for internal use only and will not authorize the release of this information to anyone outside 1.com.my (except to third party service providers to 1.com.my who perform functions on our behalf but in such event personal information will only be shared to the extent reasonably necessary to perform their functions and they will not be authorized to use it for any other function), unless you have consented to such disclosure.

Should you breach our terms and conditions or website terms, or if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, we may disclose your information to a relevant authority. This may include exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction. In particular, we may release the information we collect to third parties when we believe it is appropriate to comply with the law, to enforce our legal rights, to protect the rights and safety of others, or to assist with industry efforts to control fraud, spam or other undesirable conduct.

We may release the information we collect to third parties, where the information is provided to enable such third party to provide services to us, provided that the third party has agreed to use at least the same level of privacy protections described in this Privacy Statement, and is permitted to use the information only for the purpose of providing services to us.

4. Opting out of communications

1.com.my gives you an opportunity to chose to opt-out of personal data being disclosed to third parties for a purpose incompatible with the purpose for which it was originally collected (except for meeting applicable legal requirements or permitting third party service providers who perform functions on our behalf as described in section 3 of this Privacy Statement), including your opting out of receiving future marketing mailings. We will not use your contact information to correspond with you about our services if you ask us not to. Please send your request to pin@1.com.my or write us at Your Website Solution Sdn Bhd, B-3-01, Jalan PJU 1A/7A, Oasis Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia. Please note that it may take up to ten days to remove your contact information from our marketing communications lists, so you may receive correspondence from us for a short time after you make your request.

5. Security of your information

1.com.my is committed to industry best practices approaches concerning security measures to prevent the loss, misuse and alteration of the information in our possession. We use various security measures to protect the information we collect, as appropriate to the type of information, including encryption, firewalls, and access controls. We store information you provide to us on a computer system located in a controlled facility with a limited access. Visitor textual information is encrypted during transmission, our company databases are accessible only by 1.com.my employees, contractors and agents on a need to know basis and who have entered into and are bound by a confidentiality and nondisclosure agreement with 1.com.my.

6. Data Integrity

Personal data we collect is relevant for the purposes for which it is to be used. 1.com.my takes reasonable steps to ensure that data is reliable for its intended use, accurate, complete, and current.

7. Right to access your personal information

If you believe that any personal information we have about you is incorrect, or is, has been, or might be used inappropriately, please contact us at pin@1.com.my, and we will take steps to correct or delete the information, or restrict its use, as appropriate.

8. Verification

1.com.my utilizes the self-assessment approach to assure its compliance with its Privacy Statement. 1.com.my regularly verifies that the privacy statement is accurate, comprehensive, prominently displayed, completely implemented and in conformity with the Safe Harbor Principles and conducts its self-assessment on an annual basis to ensure that all relevant privacy practices are being followed. Appropriate employee training is in place and internal procedures for periodically conducting objective reviews of compliance are in place. A statement verifying this self-assessment is signed by a corporate officer or other authorized representative at least once a year.

9. Inquiries or complaints

If you have a question or complaint about this Privacy Statement or our information collection practices, please contact us at pin@1.com.my or write us at Your Website Solution Sdn Bhd, B-3-01, Jalan PJU 1A/7A, Oasis Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia. We will investigate the matter and are committed to resolve any privacy concerns that you may have. If your inquiry has not been satisfactorily addressed and you are a visitor located in the EU, you may contact European Data Protection Authorities, elected as a Dispute Resolution in our Safe Harbor self-certification.

10. Changes

Our business changes constantly and our Privacy Statement may also change from time to time. You should check our website frequently to see recent changes, however, we will never materially change our policies and practices to make them less protective of personal information collected in the past without your prior consent. This Privacy Policy was last updated on December 7, 2010.