

Terms of Trade

These Terms of Trade relate to the supply of Licensed Products and/or Printed Publications by the Malaysian Current Law Journal Sdn Bhd and its associated companies ("CLJ"). Any reference to "we", "our" or "us" hereinafter appearing shall be read as referring to CLJ and any reference to "you" as referring to its customers. Use of our Licensed Products is also subject to the terms and conditions set out in the applicable License Agreement.

No order shall be binding on nor deemed accepted by us and no contract shall be formed until our approval and acceptance of the Order has been communicated to you.

1. Definitions

"Associated companies" means CLJ Legal Network Sdn Bhd, MyLawBox Sdn Bhd, Profile Check Sdn Bhd, Gerak Ilham Sdn Bhd.

"Contract" means the contract for the supply of Licensed Products and/or Printed Publications by us to you, including an order accepted by us, any applicable License Agreement and these Terms of Trade as amended from time to time.

"Fees" means the fee imposed by us for the supply of Licensed Products and/or Printed Publications and notified to you by us:

- a) following processing of the order; and
- b) in the case of Subscription Products, prior to the renewal of the relevant subscription.

"Licensed Products" mean each of the online products and/or services specified in an order.

"Order" means an order which is submitted to us by order form, e-mail, proposal agreement or in any manner prescribed by us for one or more of the following:

- a) Printed Publications
- b) Online products and/or services.

"Printed Publications" mean each of the books, journals, bulletins, loose-leaf services and any other hard-copy publication specified in an order.

"Subscription products" mean the following:

- a) Licensed Products; and/or
- b) Printed Publications, which we agree to supply to you on a subscription basis.

2. Supply of Subscription Products

Upon acceptance of an Order for Subscription Products, the same will be supplied for an initial term of 12 months, unless otherwise agreed, renewable thereafter, for successive terms of 12 months each, until the Order is cancelled by either party giving to the other party notice in writing at least 30 days the date of expiry of the relevant year's subscription. If you return a Subscription Product within 30 days of the date of the first invoice and return the goods supplied to us in saleable condition, a credit for those goods will be issued in full to you.

3. Fees

3.1 Payment and variation of Fees

Payment of Fees shall be made in full or in part in accordance with the payment terms indicated on the invoice. Where applicable, the payment terms shall commence from the date of the invoice. In the case of Subscription Products, we reserve the right to vary the Fees and the payment terms for any Subscription Products at any time prior to renewal of the subscription. Any variation to the fees or payment terms will only take effect upon renewal of the relevant subscription. Should you disagree to such a variation of the Fees or payment terms for any Subscription Products, you are required to instruct us in writing not to renew your subscription in accordance with these Terms of Trade. If you fail to do so, you shall be deemed to have agreed to such variation of the Fees payment terms. Any variation shall take effect on the renewal date of your subscription.

3.2 Handling fee

Orders for Printed Publications totaling less than RM150 or its foreign currency equivalent per order may incur a handling fee. You shall be liable to for any such handling fee in accordance with the payment terms indicated on the invoice. In addition you shall be liable to pay for any charges incurred as a result of rejection of your cheque(s) by our bankers.

3.3 Default

In the event you breach any provision of this Contract and fail to remedy that breach within fourteen days after written notice from us requiring you to remedy that breach, become insolvent, commit an act of bankruptcy, are adjudicated bankrupt or enter into any composition or arrangement with creditors or being a company, you go into liquidation whether compulsory or voluntary or a receiver is appointed in respect of any part of your business, we reserve the right:

- a) to treat all sums due or to become due as immediately due and payable;
- b) to terminate your credit facility, if any;
- c) to charge interest on any sums due at the rate 5% per annum calculated on daily rests and compounded monthly ;
- d) to cancel any contract entered with you or to cancel and/or suspend delivery of any Printed Publications or Licensed Products or related services;
- e) to enter into any premises where the Printed Publications are stored (without the necessity of giving notice) to search for and to remove and take possession of the Printed Publications without being in any way liable to you or anyone claiming under you for so doing;
- f) to withhold the further supply of Printed Publications and/or Licensed Products.

You shall be liable for all expenses (including legal costs on a solicitor-client basis) incurred by us in pursuing the recovery of any debt from you for products sold and services rendered.

4. Refunds, credits and claims

4.1 Refunds and credits

Should you cancel an order within 10 days of the date of the first invoice and return the goods supplied to us in mint saleable condition, a credit for those goods will be issued in full to you. Cancellations must be notified to us in writing with the original invoice numbers quoted. Except where required by law, you are not entitled to any refund or credit in respect of the cancellation of an order at any other time.

4.2 Claims

All claims in relation to Printed Publications must be notified to us in writing within 14 days of receipt of the consignment. Claims after this period will not be valid and you agree to waive the same. If a replacement in respect of faulty or damaged goods is not available, a credit will be issued.

5. Delivery

While we will make every effort to complete delivery on the date agreed, we shall not be liable for late delivery or consequential damages of any kind arising from late delivery nor will we accept cancellation of any order because of late delivery beyond our control.

6. Change to your contact details

Any change to your contact details, including your name, mailing address, telephone, facsimile and email address, must be notified to us in writing within 30 days of the date of the change.

7. Warranties and liability

7.1 No warranties

We make no express warranties under these Terms of Trade in relation to any and all products under an order, including without limitation that:

- a) any Licensed Product or Written Publication is or will be complete or free from all errors; or
- b) information will continue to be available to us to enable us to keep the licensed products and the written publications up-to-date.

Each of these products is provided "as is" and in its present state and condition. No warranty, representation, condition, undertaking or term, express or implied, statutory or otherwise, as to condition, quality, availability, durability, performance, non-infringement, merchantability or fitness for a particular purpose or use of the product or otherwise is given or assumed by us, and all such warranties, representations, conditions, undertakings, and terms are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, we do not warrant that the product will be free from errors, and that any and all the information in the product is complete and up-to-date; we make no warranty with respect to the accuracy or completeness, at any time and from time to time, of the information in the product. We do not guarantee continuous, uninterrupted or secure access to the products, and should access to the products be affected by factors outside of our control; we shall not be liable for any damages of any type caused by such interference (your claim for any or all such damages being waived by you). You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these Terms of Trade are fair and reasonable.

7.2 Exclusion

To the maximum extent permitted by law, we exclude, for ourselves and for any supplier of software incorporated in any Licensed Products, all liability for all claims, expenses, losses, damages and costs made against or incurred or suffered by you directly or indirectly (including without limitation lost costs, profits, and data) arising out of:

- a) your use or misuse of any Licensed Product or Printed Publication;
- b) your inability to use or obtain access to any Licensed Products;
- c) our omission or the omission of our employees, contractors or agents, or of any supplier of software incorporated in a Licensed Products;

in connection with the performance of our obligations under these Terms of Trade, any claim for the same being waived by you. You also agree to the terms set out in the applicable License Agreement in respect of the Licensed Product in connection with such liability.

7.3 Limit

If we breach any express provision of these Terms of Trade or a condition or warranty implied under any law which cannot be lawfully modified or excluded by these Terms of Trade, then our liability to you will, to the extent permitted by law, be limited at our option to supplying the Licensed Products or Printed Publications, whichever is applicable, again or paying for their re-supply. Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) will in any case be up to (but no more than) the amount specified in the Order (any claim by you in excess of that amount being waived by you) and is reduced to the extent that you caused or contributed to that loss or damage.

8. Assignment

You will not assign or otherwise transfer any of your rights and / or obligations under this Contract to any person other than a purchaser for value of your business.

9. Entire Agreement

These Terms of Trade, together with the accepted Order and any applicable License Agreement, embody all the terms and conditions that we have agreed with you as to the subject matter of these Terms of Trade and supersede and cancel in all respects all previous agreements and undertakings, if any, between you and us with respect to the subject matter hereof, whether such be written or oral. Any amendment to or variation of these Terms of Trade shall be effective only if it is in writing and duly signed and confirmed by our authorised representative. In the event of any inconsistency between these Terms of Trade and the License Agreement applicable to a Licensed Product, the provisions of the License Agreement shall prevail.

10. Notices

Any and all notices (including notification of any amendments to these Terms of Trade) or demands by us may be sent to you by post, facsimile transmission, electronic mail or through the internet or any electronic medium selected by us. Any statement, notice or demand to you so sent or dispatched shall be effective and deemed to have been received by you:

- a) on the day immediately following the date of dispatch, if sent by post; or
- b) immediately on dispatch if sent by facsimile transmission, electronic mail or through the internet or any electronic medium selected by us.

11. Severability

Any provision of the Contract prohibited by or rendered unlawful or unenforceable under applicable law applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Contract and rendered ineffective so far as is possible without affecting the remaining provisions of the Contract. Where, however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that the Contract shall be a valid and binding contract, enforceable in accordance with its terms.

12. Governing law

These Terms of Trade are governed by the Laws of Malaysia and the parties agree to submit to the jurisdiction of the Malaysian courts.

Terms and Conditions of Use

YOUR USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE

This Web Site – CLJ Law - (<http://www.cljlaw.com>), including all of its features and content (the "Web Site") is a service made available by CLJ Legal Network Sdn Bhd (the "Provider") and all content, information and software ("Content") provided on and through this Web Site may be used solely under the following terms and conditions ("Terms and Conditions of Use"):-

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9. Certain sections of this Web Site require you to register. If registration is requested, you agree to provide the Provider with accurate and complete registration information. It is your responsibility to inform the Provider of any changes to that information. Each registration is for a single individual only, unless specifically designated in writing. The Provider does not permit a) anyone other than you to use the sections requiring registration through the use of your name or password; or b) access through a single name being made available to multiple users on a network or otherwise unless express permission has been given in writing. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify the Provider immediately.
10. The following applies to Postings in any interactive areas of the Web Site.

10.1. Postings to be Lawful.

If you participate in interactive areas on this Web Site, you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ("Postings") which is unlawful or abusive in any way, including but not limited to any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of any Securities and Exchange Commission, such as the Malaysian Securities Commission, any rules of any securities exchange either intentionally or unintentionally. The Provider reserves the right to delete your Postings at any time for any reason without permission from you.

10.2. Postings to be in Your Name.

Your Postings shall be accompanied by your name and shall not be posted anonymously. Participants in interactive areas shall not misrepresent their identity or their affiliation with any person or entity.

10.3. No Monitoring of Postings.

The Provider has no obligation to edit, monitor or screen Postings and is not responsible for the content in such Postings or any content linked from such Postings. Notwithstanding the foregoing the Provider reserves the right to examine from time to time, some or all, interactive areas for adherence to the Terms and Conditions of Use and to remove any materials that may be objectionable or violate the Terms and Conditions of Use.

11. All use of this Web Site is bound by the following Disclaimer :

THE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THIS WEB SITE AND THE INTERACTIVE AREAS ON THIS WEB SITE OR ANY FACTS OR OPINIONS APPEARING ON OR THROUGH AN INTERACTIVE AREA. THE PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LAWYERS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEB SITE OR ITS CONTENT. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED, THE PROVIDER'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO RM100.00.

12. The Provider reserves the right to change these Terms and Conditions of Use at any time. Updated versions of the Terms and Conditions of Use will appear on this Web Site and will take effect immediately. You are responsible for regularly reviewing the Terms and Conditions of Use and the continued use of this Web Site will constitute your consent to such changes.

13. The use of this Web Site is governed by Malaysian law.

If you do not accept any of these terms, you should terminate your use of this Web Site.

<http://www.cljlaw.com/termsandcond.asp>

<input type="checkbox"/> By signing, I confirm that I have read and accepted the Terms of Trade and Terms and Conditions of Use mentioned above.	
Name of authorised signatory: _____	
Designation: _____	_____ (Signature/company stamp) Date: / /