

Website Terms of Use

Acceptable Use Policy/Website Disclaimer

This page sets out the terms and conditions ("Terms of Use") for using www.ade.aero, applications and any subsisting page within the ade.aero domain (collectively known as "Website"). The Website is owned and operated by ASIA DIGITAL ENGINEERING SDN. BHD. ("ADE") and/or its subsidiaries.

Please read this Terms of Use carefully before using the Website. You should immediately stop and refrain from using the Website if you do not agree to this Terms of Use.

Introduction

ADE ("ADE", "we", "us", "our"), is a Malaysian entity, directly owned by Capital A Berhad. ADE and its respective affiliates shall collectively be known as Capital A Group of Companies. For avoidance of doubt, affiliates shall mean an entity, present and future, that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Capital A. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Capital A Group of Companies, whether through the ownership of voting securities, by contract or otherwise.

The Website is managed and operated out of Malaysia with the server located outside Malaysia. Though the Website may be accessible from anywhere in the world, the availability of the functions, products, and services discussed, mentioned, supplied, and provided through or on the Website may vary by country or region. Should you choose to visit the Website from countries or regions outside of Malaysia, you do so on your own volition and shall use our Website only as permitted by your local laws.

Through the Website, we make available access to information and applications which may include a marketplace for the sale of aircraft components, spares, as well as services (collectively known as "Products and Services"). Should you wish to purchase any of the Products and Services, you may be directed to another External Site (hereunder defined) which may contain its own respective terms of use. If you wish to continue with the purchase of the Products and Services, you hereby agree to be bound by the specific terms of use applicable to the particular Products and Services in addition to this Terms of Use. In the event of conflict between this Terms of Use and the specific terms of use applicable to the particular Products and Services, the latter shall prevail.

Notwithstanding anything provided herein, we reserve the right to amend, modify, add and make deletions to this Terms of Use ("Modified Terms of Use") at any time and would advise you to periodically review the Modified Terms of Use and any modified specific terms of use applicable to the particular Products and Services to be aware of

such modifications. In any event, we will notify users of any Modified Terms of Use by updating the terms on our Website and by including a "NEWLY UPDATED" label for a period of thirty (30) days. After the thirty (30) days' period, the Modified Terms of Use shall supersede all previous versions of the Terms of Use with automatic effect. You acknowledge and agree that your continued use of the Products and/or Services after the effective date of the Modified Terms of Use shall be deemed to be your agreement to be bound by the Modified Terms of Use

Intellectual Property Right

You acknowledge and agree that all copyright, database right, trademarks and all other intellectual property rights or other property rights relating to the Website, including but not limited to content, in whichever form, and lay out, shall remain at all times vested in us or their respective owner, as the case may be.

The contents of our Website are intended for your personal non-commercial use only. Graphics and images on the Website are protected by copyright and may not be reproduced or appropriated in any manner without our written permission. Modification of any of the materials or use of the materials for any other purpose will be a violation of our copyright and other intellectual property rights and the copyright and intellectual property rights of the respective owners.

The Website and the Products and Services, including the technology and processes contained therein, may be the subject of other intellectual property rights owned by Capital A Group of Companies or by third parties. No licence is granted in respect of such intellectual property rights other than as set out in this Terms of Use. Your use of the Website must not in any way infringe the intellectual property rights of any party. You further agree that you may only use the copyright and all other intellectual property rights in a manner set out herein.

Content

Whilst every effort is made to update the information contained on the Website, neither ADE, Capital A Group of Companies nor any third party or data or content owner/provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the Website (including but not limited to any information which may be provided by any third party or data or content providers) ("Information") and shall not be bound in any manner by any Information contained on the Website.

The Company reserves the right at any time to change or discontinue without notice, any aspect or feature of the Website. No Information shall be construed as advice and the Information contained on the Website is offered for information purposes only and is not intended for trading purposes. Your reliance on the Information contained on the Website shall be at your own discretion. If you find an error or omission on the Website, you may inform us by contacting us in the manner described at the Contact Us section on the Website.

Use of Website

By using the Website;

- You warrant that you have reached the age of majority and have capacity to enter into a legally binding contract in the territory in which you reside and that you will only use the Website to make legitimate purchases;
- It is your responsibility to ensure that any products, services or information available through the Website meet your specific requirements;
- You shall be fully responsible for all matters arising from your use of the Website;
- You shall not use the Website in any manner which breaches any applicable laws and regulations;
- You shall not, interfere or attempt to interfere with the operation or functionality of the Website, and obtain or attempt to obtain unauthorised access, via whatever means, to our systems;
- You agree that we have the right to send you administrative and promotional emails. We may also send you information regarding your account activity and purchases, as well as updates about the Website, Products and Services, new products and/or services as well as any other promotional offers. You are able to opt-out from further receiving our promotional emails or you acknowledge that you can unsubscribe to such information at any time by clicking the unsubscribe link at the bottom of any of such email correspondence; and
- You acknowledge that the Products and Services available on the Website may be provided by third parties and you accept that these third parties will have their own applicable terms and conditions in relation to the supply of Products and Services, in which you are further subjected to and shall be bound by those additional terms and conditions.

Without limiting the above, you as a responsible user of the Website and the Products and Services agree and undertake to:

- (a) not misuse the Products and Services, and/or the Website or any other property of ADE;
- (b) not interfere with the Website and/or Products and Services or try to access them using a method other than through the interface and the instructions that we provide;
- (c) use the Website and/or the Products and Services only as permitted by law and regulations and not attempt to publish, distribute or prepare derivative works, copy or reverse engineer the services;
- (d) not use the Products and Services, Website or Marketplace for any unlawful products or purposes including but not limited to the following:
 - that which encourages political or racial elements and hate provoking elements;
 - goods that are stolen or do not belong to the sellers;
 - weaponry which includes all categories of products that are considered weapons illegal to be owned by general civilians or repugnant to civil society;
 - that which is infringing a third party's rights, pornographic or obscene materials, products or services; or

- other products or materials not permitted by law and regulation in Malaysia or not ordinarily used on such online services; and
- not use or cause the Products and Services, Website or Marketplace to be used in connection with any structure similar to pyramid schemes, multi-level marketing or get rich quick schemes, any currency exchange or any international forex activities or involves any bribery, corruption, fraud, dishonesty, anti-competitive or other similar activities.

You agree and undertake that you shall be responsible for the safekeeping of the username and password provided, which shall not be shared with anyone other than the designated representative(s) of your registered company.

You shall report immediately to ADE if you are aware of any breach of security or unauthorised access to the Website and/or Marketplace or witness practices that are inconsistent with the fair operation of the Products and Services.

You agree to not perform, without our advance consent, any load testing on the Products and Services, even if it is performed using test accounts.

Additionally, we may launch, change, upgrade, impose conditions to, suspend or stop, any Products and Services (or any features within the Products and Services) without prior notice and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Website, Marketplace or any part of the Products and Services.

We shall have the right, but not the obligation, to:

- monitor, screen or otherwise control any activity, content, or material on the Website and/or through the Products and Services. We may in our sole and absolute discretion, investigate any violation of the Terms of Use contained herein and may take any action it deems appropriate;
- prevent or restrict access of any buyer or seller to the Website, Marketplace and/or the Products and Services;
- report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities; and/or
- request any information and data from you in connection with your use of the Products and Services and/or access to the Website at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if it has reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

Restriction and Prohibition of Use of the Website

By using the Website including the posting of content and commentary in the Website's community and chatting channel, or other public communication forums

hosted on the Website, you agree that you will not upload, post or otherwise transmit or make available any content (including text links, communications, software, images, sounds, data or other information) that is not consistent with the permissible uses outlined in this Terms of Use including, but not limited to the following:

- False, inaccurate, misleading, unlawful, harmful, threatening, abusive, tortuous, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually oriented/suggestive/explicit, obscene, racially or ethnically offensive or otherwise objectionable;
- Violates any applicable laws, third party rights, or infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Attempt to use the Website with crawlers, robots, data mining, extraction tools or any other functionality;
- Contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage or limit the functioning of any software or hardware;
- Publish any personal or confidential information about ADE, Capital A Group of Companies or any other company or person without obtaining consent from such person or entity to do so. This includes providing the names, addresses and extension numbers of ADE employees and any of the Website's users;
- Intentionally interfere with the operation of any of the Website and/or Products and Services included in the Website without limitation, mail or 'post' bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, impair or harm any server or network;
- Impersonate any person or entity, including ADE employees or forge any TCP-IP packet header, email header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers;
- Create a false identity to mislead any person as to the identity or origin of communication;
- information or content which encourages political or racial elements and hate provoking elements;
- Linking to the Website without obtaining the prior written approval of ADE; and
- Use of any automated screen capture or screen scraping technologies to obtain information from this site without the prior written approval of ADE is an infringement of ADE's intellectual property rights.

In any such event, you agree and acknowledge that we may suspend, terminate or cancel your account, the Products and Services, Website and/or Marketplace, or any part thereof at any time without prior notification and will not be liable whether to the buyer, seller or any third parties for any losses or damages even if such loss and damages are brought to our attention.

External and Third Party Sites

The Website may contain links to websites maintained by third parties ("External Sites"). These External Sites are provided to redirect you to another website to enable purchase of Products and Services, or for your reference and convenience only. ADE does not operate, control or endorse in any respect such External Sites or their content. You assume sole responsibility for use of these External Sites and are

therefore, advised to examine the terms and conditions of those External Sites carefully.

Security

Secure Server Layer (SSL) encrypts the information you send through the Website. Although ADE would use its best endeavor to ensure security, ADE makes no warranty in respect of the strength or effectiveness of that encryption and ADE is not and shall not be held responsible for events arising from unauthorised access of the information you provide.

Contact Us

Should you have any queries or complaints regarding the Website and this Terms of Use, you can send an enquiry through the Contact Us page found in our Website.

Our Privacy Statement

We regard your privacy as important. For more detailed information on how we collect and process your personal information, please refer to our Privacy Statement. By using our Website, you consent to the processing of your personal information as described in our Privacy Statement as may be amended from time to time.

We shall endeavour to take all reasonable steps to protect the buyer, seller, ADE, the Marketplace, the Website and/or Products and Services and we reserve the right to i) refuse any request to use; ii) remove any access to; iii) disapprove; and/or iv) block any use or attempt to use the services if it may result in any potential confidentiality, security, legal risk or other risks.

Specific Terms and Conditions of Products and Services

For further information regarding the Products and Services offered for sale on the Website, you can read the specific terms and conditions applicable to the relevant Products and Services.

Liability and Indemnity

The content on the Website is provided on an “as is” and “as available” basis. You therefore agree that your use of the Website and the Products and Services offered through the Website are provided at your sole risk. ADE, our officers, directors, employees, partners and suppliers disclaim:

- all warranties or representations of any kind regarding the Website, its operations or the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any information, content or material included herein;
- to the fullest extent permitted by applicable laws, all conditions and warranties, express and implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose or non-infringement;

- all liability to you or anyone else for any direct, indirect, special, consequential or punitive loss or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of, or damage to, data), incurred or suffered in connection with the use or inability to use the Website whether based in contract, tort or otherwise even if we are informed of their possibility;
- all liability to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the Website or an External Site. You must take your own precautions to ensure that whatever you select for use from the Website is free of viruses or anything else that may interfere with or damage the operation of your computer systems; and
- any warranty that the Website will be uninterrupted, timely, secure or error free. Use of any material downloaded or obtained through the use of the Website shall be at your own discretion and risk and you shall be solely responsible for any damage to your computer system, mobile telephone, wireless device or data that results from the use of the Website.

In the event of any third-party request, loss, liability, proposition, or expense (including lawyer's fees) brought against ADE arising from or relating to your usage of the Website and/or the Products and Services, you agree to defend, indemnify and hold us, our directors, employees, agents, partners, affiliates and other licensed persons, harmless at all time.

Governing Law and Venue

The Website is governed by the laws of Malaysia and should there be any dispute arising from your use of the Website, you further agree to submit to the exclusive jurisdiction of the courts of Malaysia.

Miscellaneous

You may not assign or transfer any of your rights or obligations under this Terms of Use, the specific terms and conditions applicable to the particular Products and Services, or Privacy Statement.

ADE does not guarantee it will take action against all breaches of the provisions of this Terms of Use. The failure to act with respect to a breach by you or others does not amount to waiver of our right to act with respect to subsequent or similar breaches. This Terms of Use set forth the entire understanding and agreement between you and ADE with respect to its subject matter.

ADE may terminate your use of the Website or any of the Products and Services at any time for any reason or no reason, with or without notice. This Terms of Use and the specific terms and conditions applicable to the particular Products and Services, if applicable, shall continue to govern all use of the Website and the particular Products and Services notwithstanding any termination, suspension, or cancellation.

General Terms

Entire Agreement - The Terms and Conditions, the Terms of Use and the Privacy Statement constitute the sole record of the agreement between you and ADE in

relation to your use of the Website. Neither you nor ADE shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated, the Website's Terms and Conditions, the Terms of Use and the Privacy Statement supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and ADE in respect of your use of the Website.

Waiver - No indulgence or extension of time which either you or ADE may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

Cession - ADE shall be entitled to cede, assign and delegate all or any of its rights and obligations under this Terms of Use and/or other specific terms and conditions to any third-party.

Severability - Headings are for reference purposes only and do not limit the scope or extent of such section. All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.