

USER TERMS OF USE

Effective Date: 1 July 2024

1. Introduction

Welcome to Axtionapp, a Software as a Service (SaaS) solution owned and operated by Arrowood International Sdn Bhd ("Arrowood", "we", "us", or "our"). These Terms of Service ("Terms") govern your access to and use of the Axtionapp website (the "Website") and the Axtionapp software application (the "App", together the "Service").

2. Acceptance of Terms

By accessing or using the Service, you ("you" or "User") agree to be bound by these Terms. If you do not agree to all of these Terms, do not access or use the Service.

3. User Accounts

You may create an account on the Service ("Account"). You are responsible for maintaining the confidentiality of your account information, including your login credentials, and for all activity that occurs under your account. You agree to notify Arrowood immediately of any unauthorized use of your account or any other security breach. Arrowood will not be liable for any loss or damage arising from your failure to comply with these security obligations.

4. User Eligibility

The Service is intended for use by individuals who are at least 18 years old and have the legal capacity to enter into binding contracts. You may not use the Service if you are not an eligible user.

5. Free and Paid Services

Axtionapp offers a limited set of free training modules accessible to all users. Access to premium features, including task creation, one-to-one messaging, and peer reviews, requires employment at a hotel that subscribes to Axtionapp. Your access to these features will be granted by the hotel upon adding you to their group.

6. User Content

You may create, upload, or post content, including text, data, information, or other materials ("User Content") on the Service. You retain ownership of all intellectual property rights in your User Content. However, by posting User Content, you grant Arrowood a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, publish, distribute, and translate your User Content for the purpose of providing and improving the Service. You are solely responsible for your User Content and represent and warrant that you have all rights necessary to grant the license set forth herein.

7. Prohibited Uses

You agree not to use the Service for any unlawful purpose or in any manner that violates these Terms. Here are some examples of prohibited uses:

- i. Violating any applicable law or regulation.
- ii. Infringing on the intellectual property rights of others.
- iii. Transmitting any harmful, threatening, abusive, harassing, defamatory, obscene, or racially or ethnically offensive content.
- iv. Interfering with or disrupting the Service or the servers or networks connected to the Service.
- v. Attempting to gain unauthorized access to the Service, accounts, computer systems, or networks.
- vi. Using the Service for any commercial purpose without our express written consent.

8. Intellectual Property

The Service and all intellectual property rights associated therewith, including copyrights, trademarks, patents, and trade secrets, are owned by Arrowood or its licensors. You are prohibited from using any intellectual property of Arrowood or its licensors without our express written consent.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM ERRORS, VIRUSES, OR MALWARE. ARROWOOD DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ARROWOOD DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARROWOOD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES (EVEN IF ARROWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

11. Term and Termination

These Terms will remain in effect until terminated by you or Arrowood. We may terminate these Terms at any time for any reason, with or without notice. You may terminate these Terms by ceasing to use the Service. All provisions of these Terms that by their nature should survive termination shall