

Terms and Conditions

Introduction

The CodeShop service ("CodeShop") is provided by Tune Talk Sdn Bhd (TTSB) and is maintained by Forest Interactive Sdn Bhd. All Codeshop's service ("Service") from the Internet platform (<https://payonline.tunedcb.com>) is subject to these Terms of Use.

Using CodeShop

1. You must only use CodeShop to make purchases by using your own Tune Talk mobile account. As of now, the usage of the Service is limited only to Tune Talk subscribers ("Subscribers") and Tone Excel Sdn Bhd and Tone Plus Sdn Bhd subscribers (different rates apply).
2. If you lose your SIM card or mobile phone or if your mobile account has otherwise been compromised, you must alert TTSB immediately so that it can block your account from being used for CodeShop purchases, calls, and other services. If someone else uses your account to make purchases before you make this report to your Operator, it will be at TTSB's discretion whether to issue a refund to you for the value of such purchases.
3. By using CodeShop, you acknowledge that:
 - a. transactions made through CodeShop cannot be repudiated after being initiated;
 - b. you are solely liable for use of your mobile account or payment instrument and that TTSB shall have no liability to you or any third party for any unauthorized use or access of CodeShop through your mobile account or payment instrument;
 - c. you are responsible for any taxes, duties, currency exchange fees, data charges and related charges on purchases made by you using CodeShop;
 - d. TTSB may decline to accept a transaction you initiate through CodeShop for any reason, and that, should this occur, TTSB shall not be liable to you or any third parties;
 - e. you consent to be contacted by TTSB, and to receive notices electronically, including but not limited to by text message, from TTSB. You agree that TTSB may make any notices that may be required by law to make in electronic format. These communications will be deemed to be in writing and received by you when sent to you.
4. You may not:
 - a. use CodeShop in any way that violates any applicable law or for any unlawful purpose

- b. attempt to harm, disrupt, or otherwise engage in activity that diminishes CodeShop, TTSB's websites, or the Service;
- c. interfere with any other person's use of CodeShop;
- d. misrepresent your identity or impersonate any person for any reason whatsoever;
- e. attempt to gain access to any account, computers or networks related to CodeShop without authorization for any reason whatsoever;
- f. attempt to obtain any data through any means from CodeShop, until and unless we intend to provide or make it available to you;
- g. attempt to charge others to use CodeShop either directly or indirectly;
- h. use CodeShop for defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights of others;
- i. use CodeShop to purchase any material protected by intellectual property laws unless you own or control the rights to such material or have received all necessary consents;
- j. use CodeShop to harvest or otherwise collect information about others, including e-mail addresses for purposes which may or may not breach the relevant provisions of the Personal Data Protection Act, 2010 and / or any other relevant privacy laws;
- k. attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by CodeShop.

Dispute and error handling

- 5. If you are dissatisfied with any or service purchased using CodeShop, or if you believe that you have been charged in error, you should contact TTSB directly at 13100 / 0327720000 to attempt to resolve the issue. You agree to submit any dispute arising out of these at a settlement before filing any legal action;
- 6. You must not make any false or misleading statements when filing, or during the subsequent investigation of a dispute;
- 7. We will investigate all disputes and make reasonable efforts to resolve them on behalf of the Subscribers. Ultimate resolution of such disputes shall be at TTSB's sole discretion.

Copyright, trademarks, and intellectual property

- 8. If you purchase content using CodeShop, it is exclusively for your personal consumption. You have no right to reproduce it for any reason, including for distribution;
- 9. Intellectual Property Rights Unless otherwise stated, all intellectual property rights, industrial, all property rights or other proprietary rights relating to items available through the Service, which compose it or incorporated herein, including Content, but apart from the Files, are held by CodeShop or its partners. Use of the Service does not grant you any rights to intellectual property rights therein. So you cannot, under any circumstances, reproduce, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any manner that is not expressly provided for in herein, all or part of the Content or the Service.

Indemnification

10. You are solely responsible for your use of the Service. You agree to indemnify CodeShop and / or TTSB for any damages (including any award CodeShop and / or TTSB may have to pay to third parties or any charges or fees that would be incurred for his defense) that CodeShop and / or could suffer as a result of your use of the Service and/or non-compliance with these terms and conditions herein contained.

NO WARRANTY

11. TTSB's websites and services provided under the terms and conditions therefrom, are provided on an "As Is" basis. To the fullest extent permitted by applicable law, we make no representation or warranties of any kind, express or implied regarding the websites, CodeShop and TTSB's service or any application or documentation.

Campaign / Promotions

12. Any campaign or promotion in CodeShop is only applicable for Tune Talk subscribers.

Miscellaneous

13. These Terms and Conditions constitute the entire agreement between you and TTSB, and supersede and cancel all prior and contemporaneous agreements, claims, representations, and understandings. No modification or amendment of this Agreement will be binding on you and TTSB unless set forth in writing signed by TTSB.
14. TTSB reserve the right to change, modify or otherwise alter these Terms and Conditions at any time. You can find the most recent version on our website. Such modifications shall become effective immediately upon the posting thereof.