



Unless otherwise agreed separately with you or on your behalf, please read these terms carefully before you accept them in order to continue.

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2. All rights, title, and interest of the e-Learning modules, including any intellectual property rights in the e-Learning modules as published through shall remain the property of KPMG Management & Risk Consulting Sdn Bhd ("KPMG") or KPMG's licensors and nothing in these terms transfer to you title or any intellectual property rights.
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5. You acknowledge that the e-Learning modules, are standard products provided on an 'as is' and 'as available' basis and have not been customised or otherwise tailored for your specific needs. You acknowledge that, KPMG is providing generic interactive training and is not providing any specific advice upon which you should rely.
6. You agree that neither KPMG nor any KPMG Person accept any responsibility to you for your use of the e-Learning modules or the TalentLMS. To the fullest extent permissible by law, KPMG and its KPMG Person owes no duty to you, whether in contract or in tort (including in negligence) or under statute or otherwise and has no liability for any loss or damage suffered or costs incurred by you, arising out of or in connection with the e-Learning module or TalentLMS, however such loss or damage is caused. Nothing herein shall be construed so as to exclude or limit the liability that cannot be excluded or limited as a matter of law.
7. KPMG accepts the benefit of the limitations in Clause 6 and the indemnities from you on its own behalf and for the benefit of each and all other KPMG Persons. Notwithstanding the foregoing, no-one shall have any rights to enforce any of these terms and you shall not bring any claim arising out of or in connection with the e-Learning modules against any KPMG Person, other than KPMG. This restriction shall not operate to limit or exclude the liability of KPMG under these terms for the acts or omissions of any other KPMG Person.
8. For the purposes of these terms, "KPMG Persons" shall include KPMG, and each and all of its partners, members, directors, employees, and agents, as the case may be, together with any other body or entity controlled by it or owned by it or associated or affiliated with it and each and all of its partners, members, directors, employees, and agents, and "KPMG Person" means any one of them.
9. Termination or expiry of these terms for any reason shall not affect the rights or remedies of either party which may have accrued up to the date of termination or expiry. Any provision which is



expressly or by implication intended to come into force or continue in force shall survive termination or expiry of these terms.

10. Termination by either party or expiry shall automatically terminate your rights to use the e-Learning modules and KPMG shall remove any relevant access rights. Accordingly, you undertake to cease to use the e-Learning modules immediately.
11. These terms constitute the entire agreement between you and KPMG in relation to the e-Learning modules, which supersede and relieve KPMG and you from liability (if any) that might otherwise arise for any prior agreements, understandings, arrangements statements or representations (unless made fraudulently) as to any facts or matters relating to KPMG, the e-Learning modules or you.
12. If any of these terms is found by a court of competent jurisdiction to be invalid, unenforceable, or illegal in whole or in part for any reason such decision shall not affect the validity, enforceability or legality of the remaining provisions hereof shall be construed as if such invalid, illegal or unenforceable provision were not a part of these terms.
13. These terms shall be subject to and governed by Malaysian law and all disputes arising from or under these terms shall be subject to the exclusive jurisdiction of the Malaysian courts.