

TERM AND POLICY

Information About Us and Acceptance of Terms

Infagummah.astravesta.com.my (“Platform”) is an online platform created by Gerakan Pembela Ummah (“Organisation/Campaign Owners”, “We/Our/Us”) and managed by the Astravesta Solutions Sdn Bhd team (“Management”). The Platform enables Users to promote Campaigns on behalf of Social Organisations and allows Users to Donate to Campaigns of their choice. These processes (“Services”) are subject to the following Terms of Use (“Terms”) stated herein.

In light of the above description, Gerakan Pembela Ummah does not in any way represent the views of any Campaign Owner, and/or Donor. Whilst we are committed to best practices and endeavour to conduct background checks on our Users to the best of our ability, the Organisation has no control over and do not guarantee the quality, safety or legality of Campaigns and Fundraising Pages. You will agree to not hold the Organisation accountable for others’ actions or inactions.

Please read the Terms set out below as they govern the use of the Platform and our Services. Your access and use of the Services represents your acceptance of our Terms and your agreement to be bound by them, all other applicable terms referenced herein as well as all applicable laws.

The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and you shall submit to the jurisdiction of the courts of Malaysia.

Our Terms also refer to the additional terms in our Privacy Policy. Our Privacy Policy sets out the terms on which we process your personal data. Please read through this policy as your use of the Services not only represents your compliance with the Terms but to the Privacy Policy too.

Change of Terms

To remain viable and competitive, the Services that we provide are always evolving. As such, unless specified otherwise the terms, form and nature of the Services that we provide may change from time to time at our sole discretion and without prior notice to you. Access to or continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms.

We make no representations, warranties or guarantees, whether express or implied, that our Services or any content on our site is accurate, complete, up-to-date or free from errors or omissions.

Definitions

In this Terms of Use, the following phrases shall have the following meanings:

“Campaign Owners” refers to any not-for-profit organisation who has registered with Infagummah.astravesta.com.my to raise funds on our Platform

“Campaigns” are a project, event and/or fundraising appeal created by a Campaign Owner to raise money for said project in accordance with the Terms herein

“Donors” is any User that contributes money to a Campaign directly through our Platform

“Donations” is any financial transaction which is received directly or through a Campaign on our Platform

“User(s)” individuals, teams, not-for-profit organisations, clubs, businesses, charitable institutions, NGOs and/or other entities, as well as our representatives who have accepted the Terms herein by using the Services or by giving a Donation to a Campaign or a Fundraising Page

“Service Fees” - A small charge that We apply to Donations to Campaigns and/or Fundraising Pages on our Platform to cover operating costs.

“Payment Provider” means the entity that processes a Donor’s Donation, i.e a Donor’s bank

“Payment Provider Fee” means any applicable transaction charged by the Payment Provider including but not limited to, debit and credit card fees, exchange fees, applicable tax and any other fee applicable at the relevant time.

Eligibility

You are NOT eligible to use the Services without consent if you are under 18 years of age or any other age, which the law does not allow you to enter into a legally binding contract in the jurisdiction you are from. If you are between the ages of 13 and 17, you can use the Services with the consent and supervision of your parent and/or legal guardian who is at least 18 years old, provided that your parent and/or legal guardian also agrees to be bound by these Terms and agrees to be responsible for your use of the Services.

You are not eligible to use the Services if you have previously been suspended from using the Services for any reason and we have not explicitly authorized you to resume using the Services. We reserve the right to refuse use of the Services to anyone and to reject, cancel, interrupt, remove or suspend a Campaign at any time for any reason without liability

Accessing Our Services

We will use reasonable efforts to make our Services available to our Users without any interruption. However, as our Services are also dependent on other third-party service provider, we do not guarantee that our Services, will always be available or uninterrupted, especially when our third-party service provider is the cause of the interruption. As such, we will not be liable to you if for any reason our Services are unavailable at any given time. Unless specified or agreed otherwise, we also reserve the right to suspend, withdraw, discontinue or change any part of our Services without prior notice.

You are responsible for making all arrangements necessary for you to have access to our Services.

You are also responsible for ensuring that all persons who access our Services through your internet connection or account are aware of these Terms and that they comply with them.

Payment Processing

All Donations made are processed by the Payment Provider(s) available on our Platform

Users are also subject to the applicable Payment Provider Terms of Use and other agreements related to their Service transactions. We are not affiliated directly with any Payment Provider and cannot be held accountable for their actions or inactions.

By using the Services, all Users agree to the Payment Provider with holding a service fee and making these fees available to the Company. For more information on the service fees see the Fee Schedule section below.

Service Fee

We do not charge Donors a Service Fee, as any service fee applicable to their Donation shall be borne by the Campaign Owner.

Refunds

No refund/cancellation for Donations through any mode of payment will be allowed for any Donors unless the Donor made a technical error, such as transaction duplicity, data entry mistake or any other circumstances the Company at its sole discretion deems fit.

The refund/cancellation for Donations must be made within seven (7) days from the date of transaction (the date the Donation was made) or before the Donation received is disbursed to the Campaign Owner, otherwise the Company will not process any refund/cancellation request, including the above mentioned event.

No reimbursement of Service Fee shall be allowed, unless the refund request was made due to technical fault, such as transaction duplicity, data entry mistake or any other circumstances the Company at its sole discretion deems fit. In the event the Campaign Owner is claiming reimbursement of the Service Fee due to technical error they must submit the request for the refund within seven (7) days from the date of transaction (the date the Donation was made). Thereafter, the Company will request a Service Fee reversal. Reimbursement of the Service Fee contrary to what is stipulated in this Clause will not be processed.

Intellectual Property

This Platform belongs to the Organization. The copyright to the contents of this Platform is owned by or licensed to the Organization excluding those intellectual property rights of vendors or alliances who have authorized the Organization with the necessary usage and reproductions of the content of this Platform. This Platform is intended for personal use, quick reference, illustration and information purposes only and may not be copied, redistributed or published in any manner without the written permission of the Organization.

Any unauthorized use of any part of this Platform is strictly prohibited. You may not copy or transmit any of the content herein in whole or in part for commercial purposes without the express written permission of the Organization - which if granted, would only be extended to our own materials.

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Disclaimer/Limitation of Liability

The Organization does not provide any representation, warranty or guarantee, whether express, implied or by statute, as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Platform for any particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and the Organization expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Any use of any information or materials on this Platform is entirely at your own risk, for which the Organization shall not be liable. It shall be your own responsibility to ensure that any materials or information available through this Platform meet your specific requirements.

Neither the Organization nor any other party involved in creating, producing or delivering this Platform is liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to or use of this Platform. Without limiting the foregoing, everything on this Platform is provided to you on an "AS IS" basis WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

The Organization shall not be liable for any damages (whether special, incidental, consequential, direct or indirect) loss of profits, injuries, savings or goodwill howsoever arising including but not limited to those resulting from your use or inability to use information provided from this Platform or for any damages or loss caused by any failure of performance, omission, inaccuracy, completeness, interruption, malfunction, delay in transmission, computer virus, unauthorized access to, and use of this Platform or due to any event beyond the Organization's control.

Your use of this Platform is at your own risk. Please make it your personal responsibility to verify any information available herein. We suggest that you seek independent professional advice before making any form of decision based on information obtained from this Platform.

Indemnity

You shall indemnify and keep the Organization indemnified against all claims, damages, actions and proceedings made or brought against the Organization arising from your use of this Platform and/or any breach of terms in relation thereto by you.

Donor Rights

The Company will endeavour to the best of its ability to conduct background checks and due diligence on Beneficiaries and if circumstances warrants it. However, as a Donor you are solely responsible for asking questions and conducting your own background check to the extent you feel is necessary before you make a Donation.

You agree and understand that all Donations are made voluntarily and at your sole discretion and risk. The Company doesn't guarantee that Donations will be used as promised, that the Campaign Owner will deliver what was promised or that the Campaign/Fundraising Page will achieve its goals and/or is not fraudulent in nature and/or created for illegal activity. The Company does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign, or Donation.

You understand and agree that the Organisation shall not be held responsible or accountable for any loss or damages suffered by you as a result of the above mentioned situation or other circumstances states in this this Terms. Further, you are solely responsible for determining how to treat your Donation, and receipt for tax purposes.

If you have any doubts over how your Donation should be spent, you should contact the Campaign Owner directly not through our Platform.

Communication (contact us)

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