



## 1. INTRODUCTION

- 1.1. **MYNext Sdn Bhd** (Company No.: 200901017217 (860313-U)) (“**MYNext**”) is a company wholly owned by **Talent Corporation Malaysia Berhad** (Company No.: 201001035653 (919577-H)) (“**Talent Corporation**”) with the main objective to promote human capital building initiatives including but not limited to efforts in mobilising talent (graduates and professionals) to meet Malaysia’s market demands and needs for talent as well as regional and global talent needs by collaborating between government agencies, higher learning institutions and private sectors.
- 1.2. MYNext has facilitated a programme known as ‘National Structured Internship Programme’ (“**MySIP**”) which is a collaborative effort between the Ministry of Human Resources (“**MOHR**”) via Talent Corporation and the Ministry of Higher Education (“**MOHE**”) to provide structured internship opportunities that allow students to gain adequate industry exposure and experience.
- 1.3. TalentCorp has also implemented a programme known as ‘General Internship’ (“**GI**”) that offers internship opportunities via MYNext which is not covered under MySIP’s requirements. Examples include, internships with shorter internship duration (less than 10 weeks), internships with less than RM500 monthly allowance or internship offered by tax exempted organisations where they are not benefiting from the tax incentives.
- 1.4. As to ensure on the success of MySIP and GI, MYNext has agreed to provide advertisement services to the participating host company(ies) (“**Host Company(ies)**”) whereby the Host Company may advertise internship vacancies through MYNext’s online portal (“**MYNext Portal**”) subject to the terms and conditions as stipulated herein.
- 1.5. These general terms and conditions shall constitute entire agreement between MYNext and the Host Company for the purpose of usage of advertisement services provided by MYNext to the Host Company via the MYNext Portal (“**General Terms and Conditions**”). By using the MYNext Portal, the Host Company hereby agrees and undertakes with MYNext to be bound by this General Terms and Conditions.



## 2. OTHER TERMS AND CONDITIONS

### 2.1. Responsibilities of the Host Company

- (a) The Host Company shall adhere and comply with the provisions as stipulated in this Terms and Conditions.
- (b) The Host Company shall, **at least 5 days** prior to the stated/requested advertisement date, provide materials for advertisement purposes to MYNext for approval purposes. MYNext shall, **within 3 days** from the date MYNext received such materials from the Host Company (“**Confirmation Period**”), provide written approval or proposed variation (if any) on such materials and in the event MYNext fails and/or unable to provide approval or feedback on such materials within the Confirmation Period, such materials shall be deemed to be approved by MYNext for advertisement purposes.
- (c) MYNext and the Host Company hereby agree that the Host Company may request from MYNext for new modification and/or variation in respect of the **approved materials PROVIDED ALWAYS** that such request is to be made by the Host Company to MYNext **at least 2 days** prior to the stated/requested advertisement date and with written approval by MYNext.
- (d) In the event the Host Company fails and/or unable to provide the materials for advertisement purposes to MYNext for approval purposes **at least 5 days** prior to the stated/requested advertisement date, then the stated/requested advertisement date shall be changed to the other date to be determined and agreed by MYNext and the Host Company accordingly.

### 2.2. Personal Data Protection

- (a) By using the MYNext Portal, the Host Company hereby agrees that MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives, to collect, store, process and/or use the Host Company’s employees’ personal data, which may include but not limited to the name, address, telephone number, registration number and email



address (“**Personal Data**”), for the purpose it was collected, which among others are for the purpose of the services and for non-commercial use.

- (b) The Host Company hereby gives consent to MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representative, to disclose the Personal Data to relevant authorities and/or third parties, where required by law or for legal purposes.

### 2.3. Intellectual Property Rights

- (a) All reports, materials and/or compilation of materials under the services shall become the exclusive properties of MYNext and shall not be returned to the Host Company. The Host Company hereby agrees to grant MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives, unconditional and irrevocable rights to publish such reports, materials and/or compilation of materials in any format at MYNext’s website or other platforms as determined by MYNext.

### 2.4. Violation of Laws

- (a) Any attempt to deliberately damage or undermine the legitimate operation of the MYNext Portal is a violation of criminal and civil laws and MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives reserve the right to seek damages from those making such attempts to the fullest extent permitted by law.

### 2.5. Governing Laws

- (a) All disputes and differences arising hereunder shall be governed by and interpreted according to the laws for the time being in force in Malaysia. Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any claim or proceeding arising from these terms and conditions, and to obey any order or judgment of the courts in respect of such claim or proceedings.



## 2.6. Exclusion of Liability

- (a) MYNext including its holding company, subsidiaries, partners, employees, agents and/or representatives shall not be responsible and/or held liable to the following including but not limited to:
  - (i) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines;
  - (ii) data corruption, theft, destruction, loss, unauthorized access to or alteration of the application;
  - (iii) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in the Host Company's e-mail account to receive e-mail messages; and/or
  - (iv) for any damages and/or losses suffered by the Host Company pertaining to the services provided by MYNext via MYNext Portal.

## 2.7. Miscellaneous

- (a) MYNext reserves absolute right at its absolute discretion and without liability whether to:
  - (i) change, modify, alter, adapt, add or remove any of the terms and conditions contained herein; and/or
  - (ii) change, suspend, or discontinue any aspect of the services including the rate of fees imposed in respect of the services.
- (b) The changes and/or modifications as described under the paragraph above will be posted on MYNext Portal, if functioning.