

Terms & Conditions: Your Guide to Using Our Services

Terms of Use

Please read these Terms of Use (“Terms”) carefully before using the SHIFT [\[website URL\]](#) and ShiftX [\[website URL\]](#) websites (the “Services”) operated by Sunview Eco Sdn Bhd (“us”, “we”, or “our”).

Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services.

By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Services or discontinue use of the Services immediately.

Services

Shift is an Environmental, Social, and Governance (ESG) advisory service provider by us. Through Shift, we offer a comprehensive suite of sustainability-related solutions tailored to businesses seeking to enhance their sustainability practices and align with internationally recognized sustainability standards. Our services include conducting materiality assessments to help companies identify and prioritize environmental, social and governance issues that are most relevant to their operations and stakeholders. We also provide gap analysis services, assessing the effectiveness of current sustainability practices and recommending improvements to ensure better alignment with global frameworks. In addition, we assist companies with sustainability reporting, preparing detailed reports that adhere to industry standards, promoting transparency and accountability in their sustainability efforts.

ShiftX, on the other hand, is a renewable energy certificate (REC) trading platform that facilitates the buying and selling of RECs. This platform allows renewable energy (RE) project owners to list their projects and sell the RECs they generate to businesses. The purchased RECs can be used by businesses to reduce their Scope 2 emissions. ShiftX offers businesses a way to meet their sustainability goals by purchasing verified and certified RECs. The platform ensures the verification, tracking and certification of all RECs, offering transparency and credibility to the trading process. To further ensure the integrity of the trading process, ShiftX platform is reviewed by Evident (REC Registry), an independent body responsible for the certification and verification of RECs.

Accounts

Upon creating an account with us, you undertake and agree to provide us accurate, complete and current information at all times. Failure to do so shall constitute as a breach of the Terms, which may result in immediate termination of your account on the Services at our sole discretion.

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password, whether with the Services or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. The use of your account with us is premised on you as the sole user and not transferable to any other party. Any unauthorised use will constitute a breach of these Terms and liable to immediate termination.

Links To Other Web Sites

Our Services may contain links to third-party web sites or services that are not owned or controlled by us.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. You do hereby further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read all the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Limitation on Liability

To the maximum extent permitted by law, we shall, in no event be liable and/or responsible to you or any third-party for any loss of profits, loss of data, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms and conditions or your use of, or incapability to use the Services. Access to and use of the Services are at your own discretion and risk and you shall be solely responsible for your own transmissions.

Indemnification

You agree to indemnify and hold us, our subsidiaries, affiliates, directors, officers, and employees harmless from any claim, demand, or liability, including reasonable solicitors' fees, arising from or related to your use of the Services in violation of these Terms and Conditions, or any infringement by you of any intellectual property or other rights of any person or entity.

Privacy Statement

As the owner and operator of the Services, we may collect and retain certain information through our internet host server, including the use of cookies and automated tracking mechanisms to monitor usage patterns, frequency, and other general data related to the Services.

Any information obtained through feedback forms, comments, queries, or other communications between you and us via the Services will be treated as confidential. We will take all reasonable measures to protect the privacy of such information and prevent its unauthorized disclosure. For more information, please refer to our [Personal Data Protection Policy](#).

Termination

We may, at our sole discretion, terminate or suspend access to the Services including your account, immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you have breached any of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Services.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Malaysia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such rights. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between you and us regarding the Services, superseding any prior agreements, whether written or oral.

Dispute Resolution

If any dispute shall arise in connection with these Terms, either you or we may initiate the dispute resolution procedures set forth in this section by giving the other party written notice of such dispute ("Dispute Notice").

Following issuance of a Dispute Notice, both parties shall negotiate to solve the dispute amicably.

If the dispute cannot be resolved within thirty (30) days of the Dispute Notice, either party may refer the dispute to arbitration administered by the Asian International Arbitration Centre (AIAC) in accordance with the Arbitration Rules of the AIAC for the time being in force, which rules are deemed to be incorporated by reference to this section. The arbitration shall be conducted by three (3) arbitrators. The seat of the arbitration shall be Kuala Lumpur, Malaysia. The language of the arbitration shall be English. The decision of the arbitrators shall be final and binding.

Amendments

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will at our best effort to provide at least three (3) days' notice prior to any new terms taking effect. However, the absence of notice should not affect the validity of any new terms. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you may discontinue using the Services.

Waiver

Our failure to enforce any right or provision in this terms and conditions shall not constitute a waiver of such right or provision.

Severability

Any term, condition, stipulation, or provision contained herein which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation or provision contained herein.

Contact us

If you have any questions about these Terms, the practices of this site, or your dealings with this site, please contact us at:

[\[website URL\]](#)

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