

## Terms of Use

Accesses to and use of the my.pbs2u.com and the products and services available through this Website are subject to the following Terms of Use. The words 'we', 'us' and 'Pbs Network' mean Pbs Network Sdn Bhd and my.pbs2u.com. The term 'you' and 'your' refer to distributors, customers and the public.

### 1. Acknowledgement & Acceptance

By using this website, you expressly agree to be bound by the terms stated as of below and acknowledge that you have read, understood and accepted them. Please discontinue your use of this site if you do not agree with them. These terms of use currently apply but may be amended or edited from time to time.

### 2. Governing Law

All matters and issues relating to the use or interpretation of these terms of use shall be governed by Malaysian laws for Malaysian citizens and / or permanent residents.

### 3. Intended Use & Children's Information

This is a business and commercial site, and therefore is not intended for individuals under the age of 18. Part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

my.pbs2u.com does not knowingly collect any Personal Identifiable Information from children under the age of 18. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

### 4. Cookies

Like any other website, my.pbs2u.com uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

### 5. Disclaimer

The information, materials and services contained on this site are provided to you on an "as is", and "as available" basis. We do not warrant or guarantee the accuracy or completeness of this information, statements, contents or materials, and expressly disclaim any liability for any errors, omissions and/or inaccuracies in this information, statements, contents and materials. my.pbs2u.com shall endeavour its best but is not obliged to correct any inaccuracies, errors, omissions or typographical errors in the information posted to this Website, and such information including information on pricing and availability of goods may be changed, amended or updated without notice.

### 6. Limitation of Liability

To the maximum extent permitted by law, in no event shall company be liable to you or any third-party for any lost profits, lost data, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss

of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of Ringgit Malaysia fifty (RM50) only. The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement

In the event that any provision(s) contained in these Terms of Use is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of the terms which shall be construed and enforced as if the invalid or unenforceable term(s) or provision(s) had never existed. Pbs Network's failure to insist upon or enforce strict performance of any term(s) or provision(s) contained herein shall not be construed as a waiver of any terms, provision or right.

## **7. Intellectual Property**

Unless otherwise indicated, all Website design, text and graphics is Copyright of Pbs Network.

All Rights reserved. Except as stated herein, none of the material may be copied, downloaded, displayed, posted, transferred or duplicated in whole or part in any form or by any means for any purposes unless such use is permitted by Pbs Network.

### **Trademarks**

All trade names, domain names, brand names, trade symbols, logos, slogans, trademarks or services marks consisting of the name Pbs Network and whether followed with an asterisk (\*) or TM are trademarks or proprietary interests of Pbs Network Sdn Bhd. This includes other trade names, product names, brand names, trade symbols, logos, slogans, trademarks, service marks, or company names that are indicated on this Website are of Pbs Network Sdn Bhd as well.

## **8. Links**

The site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

## **9. Dispute Resolution**

Any dispute arising in connection with these Terms of Use or in connection with the use of the website which cannot be resolved by good faith negotiations shall be referred to mediation or to arbitration.

## **10. No Unlawful or Prohibited Use**

As condition of your use of this Web Site, you will comply with all applicable laws, statutes, ordinance and regulations regarding your use of our service and any related activities. In addition, you warrant that you will not use this Web Site for any purposes

that is unlawful or prohibited in law or by these terms, conditions and notices. You agree:

- i. Not to upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive if another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- ii. Not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- iii. Not to collect or store personal data about other users.
- iv. Not to interfere with or disrupt the service or services or networks connected to the service, or disobey any requirements, procedures, policies or regulations of the networks connected to the service.

## **11. Security**

We guarantee that all reasonable precautions to protect your my.pbs2u.com transactions have been taken so that you can have as safe and secure a shopping experience as can be reasonably provided.

Rest assured that when you place orders & purchase items on my.pbs2u.com, your transactions are encrypted using Secure Sockets Layer (SSL) encryption technology. The encryption scrambles the information transmitted across the Internet, including your information such as your names and address. SSL also verifies the identity of the server and confirms that the original message arrives safely at its destination.