

Terms & Conditions

Version 1.1. Effective as of 6th October, 2022

PLEASE READ THESE TERMS AND CONDITIONS (“Terms and Conditions”) set out below carefully before registering and using www.mybizsites.com (“Website”). The following provisions govern your use of www.mybizsites.com (“Website”) and all other services made available to you through the www.mybizsites.com Web Site including the www.mybizsites.com web site.

MyBizSites provides business directory list, build a website and also an ecommerce enabled solution under the brand MyBizSites that enables you to build an online store (“Store”) through which you may sell your products and services (“MyBizSites Services”).

By using the www.mybizsites.com Web Site, you agree to be bound by these Terms and Conditions which constitute a contract between you and www.mybizsites.com (“we” or “us”). These Terms of Service are binding on you, the user, and such person, company or other business entity (“principal” or “employer”) you represent. If you are registering on behalf of your principal or employer, you represent and warrant that you have the authority to bind them to these Terms of Service. Unless the context requires otherwise, all references to “you” or “your” include references to your principal or employer.

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and the owner and operator of this Website (“MyBizSites”).

In these terms and conditions, User or Users means any third party that accesses the Website and its sub domains. By visiting our Website, using our App, registering an account with us or by ordering any Goods or Services from this Website, by phone, or by App you agree that you have read and understand these Terms and Conditions and that you accept and agree to be bound by them. You must consent to the processing of your personal data as described in the Privacy Policy linked hereto. If you do not agree to be bound by all of these Terms of Use, do not access the website and you should stop using the Website immediately. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

We reserve the right to modify or update our Terms and Conditions at any time without prior notice. It is your responsibility to check for any changes in our Terms and Conditions.

A breach or violation by you of any of our Terms and Conditions will result in the immediate termination of provision of services to you without further reference to you.

1. General

It is a condition of these Terms and Conditions that all information or content you post and/or submit to be posted or used on the MyBizSites Web Site, including all advertisements, photos and creative designs, are either your own works or works which you are using with the permission of the owner. Subject to any other clauses of these Terms and Conditions, by submitting information or content (including advertisements, photos and designs) to any part of the MyBizSites Web Site you automatically grant to us, or warrant that the owner of such information has expressly granted to us, a royalty-free, perpetual, irrevocable, worldwide non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, disseminate, communicate, perform, and display your name and the information alone or as part of other works in any form, media, or technology whether now known or hereafter developed. You warrant that any and all information you post to the MyBizSites Web Site (i) complies with all relevant laws; (ii) does not infringe the intellectual property rights (including but not limited to copyright and trade marks) of any person; (iii) is not misleading or deceptive nor likely to mislead or deceive; and (iv) does not violate any privacy laws or regulations or confidentiality restrictions. You warrant that any and all information submitted by you and posted on the MyBizSites Web Site, including in any directories, is true, complete and correct.

2. Prohibited use

2a. You acknowledge that these Terms of Service does not grant you any title or proprietary right or interest over MyBizSites website, MyBizSites Services' software and technology, and any other ecommerce solutions or services provided by MyBizSites. You shall not perform or attempt to perform any of the following actions:

- A). in any way which causes, or may cause, damage to the Website or interferes with any other person's use or benefit of the Website;
- B). in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- C). making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.
- D) Subleasing or otherwise offering for access any of the MyBizSites Services to any third parties;
- E) Reverse engineering, reverse compiling or otherwise deriving the underlying source code, structure or sequence of MyBizSites Services' software and technology; or
- F) Deleting or altering author attributes or copyright notices (unless expressly permitted in writing by the author or owner).

2b. User Restrictions and Indemnity

You shall not use MyBizSites Services in any manner that, as determined by MyBizSites in its reasonable discretion, whether actual or potential:

Involves false, inaccurate or misleading advertisement, is fraudulent or involves the sale of counterfeit or stolen goods;

Infringes or misappropriates any person's copyright, patent, trademark, trade secret or other proprietary rights;

Violates any law, statute, ordinance, regulation, governmental guideline or policy in your jurisdiction or in Malaysia;

Displays content that is indecent, obscene, false, menacing, or offensive in character with intent to annoy, abuse, threaten or harass any person or otherwise infringes the requirements of the Content Code published by the Malaysian Communications and Multimedia Commission and/or other Countries laws. Without limiting the foregoing, this shall include content that:

Is defamatory, trade libellous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities;

Display material containing pornography of any kind or any that exploits children under age of eighteen (18) years; or

Displays content advocating, promoting or otherwise encouraging violence against any governments, organizations, groups or individuals or cruelty towards animal or that provides instruction/information or assistance in carrying out the same;

Accesses illegally or without authorisation any computers, servers, accounts or networks of MyBizSites or any other MyBizSites users, or attempts to hack into MyBizSites Ecommerce's security systems, having MyBizSites Ecommerce host or distribute any internet viruses or other harmful code, pinging, flooding, mail bombing or denial-of-service attacks, or disrupting others from effectively using MyBizSites Services;

Involves the transmission of unsolicited commercial or bulk email (spamming) whether from or to MyBizSites servers;

Participates in any activities relating to pyramid or 'Ponzi' schemes;

Is harmful to MyBizSites servers (including without limitation overloading the MyBizSites Services' servers or other technical infrastructure);

Involves activities in the nature of gambling, sweepstakes, raffles or lotteries; or

Otherwise creates liability for MyBizSites Ecommerce or its affiliates or contractors or exposes them to undue risk or otherwise is harmful to the MyBizSites operations, reputation, or goodwill.

Where your intended use of MyBizSites Services require any licence, consent, authorisation, permission or approval from any government, governmental, supranational or trade agencies, courts or other regulatory body ("Licence(s)"), you agree not to operate such business via MyBizSites without having first obtained the appropriate Licence(s).

You agree that your use of MyBizSites Services including information transmitted to or stored at MyBizSites servers are governed by our privacy policy

3. Availability of the Website and disclaimers

Any online facilities, tools, services or information that MyBizSites makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. MyBizSites is under no obligation to update information on the Website.

Whilst MyBizSites uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

MyBizSites accepts no liability for any disruption or non-availability of the Website.

MyBizSites reserves the right to change, modify, suspend or discontinue all or any part of this WebSite or the Services at any time or upon notice as required by local laws. MyBizSites may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances.

MyBizSites may also impose limits on certain features or restrict your access to parts of, or the entire, WebSite or Services in its sole discretion and without notice or liability. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise. MyBizSites reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Seller and MyBizSites is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. MyBizSites is not involved in the transaction between Users. MyBizSites may or may not pre-screen Users or the Content or information provided by Users. MyBizSites reserves the right to remove any Content or information posted by you on the Site. MyBizSites cannot ensure that Users will actually complete a transaction.

Your use of the MyBizSites Web Site is at your own risk. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the MyBizSites Web Site. Neither we nor anyone else involved in creating, producing or delivering the MyBizSites Web Site, our e-newsletters, or the materials contained therein assumes any liability or responsibility for the accuracy,

completeness or usefulness of any information provided therein, nor, to the extent permitted by law, shall any of them be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of your use of, or inability to use, the MyBizSites Web Site.

You must not use any means of automatically searching or mining data from the MyBizSites Web Site or in any way interfere or attempt to interfere with the proper operation of the MyBizSites Web Site.

You agree not to take any action that imposes an unreasonable burden on our infrastructure or otherwise tampers or interferes with the MyBizSites Web Site, our systems or data or those of any third party via the MyBizSites Web Site.

We strive to provide valuable and accurate information. The editors of the material contained in the MyBizSites Web Site have consulted sources believed to be reliable in their efforts to provide information that is correct at the time of posting. However, in view of the possibility of error by the authors, editors, or publishers of the works contained in the MyBizSites Web Site neither we nor any other party involved in the preparation of material contained in the MyBizSites Web Site or in our e-newsletters represents or warrants that the information contained therein is in every respect accurate or complete, and they assume no responsibility for any errors or omissions or for the results obtained from the use of such material. You are encouraged to confirm the information contained therein with other sources.

Consumers reading articles or other material posted on the MyBizSites Web Site or e-newsletters should review the information carefully. The information is not intended in any way to be a substitute for professional advice. Neither the content nor any other service offered through the MyBizSites Web Site or our e-newsletters is intended as professional advice.

We do not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any professional or facility listed in our directories. We rely on the professionals or the facilities listed in our directories to provide accurate information and assume no responsibility for verifying the information provided. Use of our directories to locate a professional or facility is wholly voluntary and, to the extent permitted by law, in no event will we or any of our agents be liable for damages to any user of our directories for the selection of a professional or facility or for the services provided by any professional or facility listed therein, or for any other loss or damage which may occur as a result thereof. We recommend that you check the certification and/or licensing of any professional or other service provider with the applicable licensing Board or authority.

You should satisfy yourself as the competence, solvency, insurances and licensing of anybody you decide to retain as a result of a connection made through our services, including the Search Job Candidate / post a job / Get Quotes service. Under no circumstances shall we be liable for any damages whatsoever as a result of losses caused to you by a person or entity that you retain as a consequence of using our directory or services.

The MyBizSites Web Site may contain links to web sites operated by third parties. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site or any changes or updates to such sites. The appearance of any product, service or web site link on the MyBizSites Web Site and/or in our e-newsletters does not imply endorsement, approval or warranty by us and we disclaim all liability with regard to any

such products, services or web site links.

4. Limitation of liability

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

MyBizSites accepts no liability for any of the following:

A) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

B) loss or corruption of any data, database or software;

C) any special, indirect or consequential loss or damage.

The Web Site is provided on an 'as is, with all faults and as available' basis and to the extent permitted by law without any warranties of any kind, either expressed or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, warranties of title or non-infringement, or warranties arising from course of dealing or custom of trade. We make no representation or warranty that any content of the Web Site is accurate, complete, appropriate, reliable or timely. We also make no representation or warranty that your access to and use of the Web Site will be uninterrupted, secure, error-free, free of viruses or unauthorized code or other harmful components. We reserve the right to discontinue operating the Web Site at any time without notice.

You must not disclose your password to any third party and you are responsible for keeping it confidential. We will never ask you to send your password or other sensitive information to us in an email or to enter it via any website other than one with an URL beginning with mybizsites.com Website. If you suspect any unauthorized use of your service account or access to your password, please change your password immediately and contact us. You are solely responsible for any and all use of your service account.

You may close your service account at any time but you will remain liable for obligations related to your service account after it has been closed.

5. Ratings

We may, from time to time, allow users who engage with a Business through the Web Site to rate their experience with that Business. While we verify that feedback comes from users who engaged with the Business through the Web Site, the content of the feedback is the user's opinion. The ratings are a collation of user feedback and do not constitute an endorsement or recommendation by us in connection with any Business. Ratings are not a substitute for making your own inquiries as to the suitability of any Business that you are considering hiring.

You acknowledge that in submitting any rating feedback you will act honestly and fairly and that you will not do anything which might unfairly damage the reputation of a Business or undermine the operation of the ratings system. We reserve the right to remove feedback from the star rating system which we deem to be inappropriate, deceptive or does not adhere to our feedback guidelines.

6. Copyright in Reviews and comments

By accepting these Terms and Conditions when registering your account, you hereby assign to us all present and future copyright in all of original content submitted or posted by you to the MyBizSites Web Site including without limitation: comments, forum posts, public messages, reviews, ratings and the compilation of any inspiration board (but not including the contents of any advertisement, advertiser's profile, or any 'get a quote' submission). You also irrevocably authorise us to use the content in any way we please, including in a way that you might consider to infringe your moral rights in the content. For the avoidance of doubt, nothing in this paragraph requires you to create an account in order to be bound by these Terms and Conditions, and your use of the MyBizSites Web Site constitutes your agreement to these Terms and Conditions.

7. Review of submissions

Files that you upload, public messages that you send and your activity in dialogue, discussion, and forums on the MyBizSites Web Site are subject to review, modification and deletion without notice by the discussion or forum manager. Files that you upload to a bulletin board are subject to posted limitations on usage, reproduction and/or dissemination and you are responsible for adhering to such limitations. You should be aware that personally identifiable information you choose to disclose on the MyBizSites Web Site may be used by third parties and such use is beyond our control.

You must not post any information which (i) is libellous, defamatory, obscene, offensive, sexually explicit, fraudulent, false, unlawful, or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, trojan or other code which is contaminating or destructive to the files, data or programs of the MyBizSites Web Site or any of our users.

We may deny you access to all or part of the MyBizSites Web Site and/or suspend or cancel your service account without notice if we, in our sole discretion, determine that you have engaged in conduct that violates any law or any provision of these Terms and Conditions or is otherwise inappropriate. We will not be liable for any loss of profit or business opportunity that may result from the suspension or cancellation of your service account.

8. Copyright and Trade Marks

The entire contents and design of the MyBizSites Web Site, including all trade marks, text, images and audio and video files, is proprietary to us or to our content providers (both premium and free edition items) and is protected by copyright laws. Any content providers that object the usage in our platform will write to our email support@mybizsites.com (or RKS DOT COM: jason@rks.com.my) and we will remove it immediately if it occurs. Therefore, You must not reproduce, modify, copy, distribute, transmit, communicate, display, publish or use any material contained in the MyBizSites Web Site and/or our e-newsletters without our express prior written permission or the permission of the relevant copyright owner (our content providers). You acknowledge that any breach by you of this paragraph may cause damage to us which cannot adequately be remedied by damages and that if you breach or act in a way which threatens to breach this paragraph, we may seek injunctive relief against you.

The "Services" we provide or make available include (a) the Site, (b) the services provided by the WebSite and by MyBizSites client software made available through the WebSite, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by MyBizSites.

9. Indemnification

You (or any other user of your login name, of any intellectual property or other right of any person or entity) agree to indemnify, defend and hold harmless us and our parent companies, subsidiaries, affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable solicitor's fees, resulting from any violation of these Terms and Conditions or any activity related to your service account (including infringement of third parties' intellectual property rights anywhere in the world or negligent or wrongful conduct) by you or any other person accessing the MyBizSites Web Site using your service account.

10. Waiver, Release and Limitation of Liability

You agree that to the extent permitted by law neither we, nor our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of the MyBizSites Web Site. You hereby release and forever waive any and all claims you may have against us or our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers (including but not limited to claims based upon our negligence or the negligence of our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers) for any loss or damage you sustain in connection with your use of the MyBizSites Web Site. Our liability for any claim arising from a breach of any term or condition implied by any law which may not be excluded will be limited to the maximum extent permissible which, in the case of services, will be to the re-supply of the relevant services or the payment of the cost of having

the relevant services re-supplied.

Notwithstanding the foregoing paragraph, to the extent permitted by law, the total liability of us, our officers, directors, employees, agents, information providers, partners, advertisers, licensors and suppliers, if any, for any loss or damage arising in connection with the MyBizSites Web Site shall not exceed the greater of the amount of fees paid by you for the particular information or service provided or USD\$100. Except where such limitation is prohibited by law, in no event shall we, our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers be liable to you for any loss or damage other than the amount referred to above, and their liability for all other loss or damage, whether direct or indirect, special, incidental, consequential or punitive, arising from any use of the MyBizSites Web Site is hereby excluded even if we or our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers have been advised of the possibility of such damages.

Neither we, nor any of our affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the MyBizSites Web Site, or resulting from the act or omission of any other party involved in making the MyBizSites Web Site or the information contained therein available to you, or from any other cause relating to your access to or your inability to access the MyBizSites Web Site or that information, whether or not the circumstances giving rise to such cause may have been within our control or the control of any vendor providing software or services support to us.

11. Miscellaneous

Advertisers and sponsors of the MyBizSites Web Site and/or its e-newsletters have no influence on editorial content or presentation. You may not assign or transfer any of your rights or obligations under these Terms and Conditions without our prior written consent. Our relationship with you under these Terms and Conditions is one of independent contractors and not of partnership, joint venture or principal and agent.

We will send any legal notices or communications regarding your service account to your nominated email address. Please ensure that a valid email address is recorded at all times. Your primary point of contact with us should be via our email: support@mybizsites.com . A notice sent to you by email or facsimile will be deemed to have been received by you 24 hours after it was sent, regardless of whether or not you have actually read the notice. Notices sent by mail will be deemed to have been received 3 days after the date of mailing.

If any clause or provision of these Terms and Conditions is determined to be illegal, invalid or unenforceable or capable of termination by a party in any jurisdiction in which these Terms and Conditions are to operate, then such clause or provision will be construed, to the extent feasible, to render the clause or provision enforceable. If no feasible interpretation would save such clause or provision, it will be severed from the remainder of these Terms and Conditions without affecting the enforceability of all remaining clauses and provisions.

12. Account Information

To access certain parts of the Site, App or Services, you will be required to sign-up for an account with mybizsites.com ("Account") and select a Login name ("Login Name"), ("Email") and password ("Password").

You will be asked to provide a Password upon registration, We will not store the password. Rather we use state of the art technology to encrypt your password and keep the encrypted result in our system. Thus, if you forget the password, you cannot retrieve it back. You have to use our Forgotten Password link to generate the new password. You will be responsible for any purchases and activities that are submitted under this Password. You shall be bound by and responsible for all communications and online activity transmitted or conducted through the use of your Account. MyBizSites shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your Account.

If you are aware of any actual or suspected unauthorised use(s) of your Account, or loss, theft, or unauthorised disclosure of your Password, please promptly notify us at: support@mybizsites.com

Please provide accurate, complete, and up-to-date information required for your Account. You may at any time change or update your Account information. Where a delivery address is associated with multiple Account(s) without our written authorisation, or fraudulent or wrongful use of an Account is detected or suspected, we reserve the right to refuse, suspend or terminate registration of individual and corporate member immediately at our discretion.

13. Orders, Pricing & Payments

MyBizSites endeavours to provide you with accurate and up-to-date pricing, product and promotional information. However, pricing or typographical errors may occur from time to time and we do not guarantee that the pricing, images, product description, or other product or promotional information provided will be accurate, reliable, current, error-free, updated, or complete. You agree that MyBizSites shall not be liable for any errors in the pricing and product or promotional information listed on our Site, App or through our Services. The price to be paid by you shall be based on our prevailing selling price at the time we receive your order, which may or may not be correctly reflected on the Site, App or through our Services.

Should pricing discrepancies due to technical errors occur, we reserve the right to amend your Order and/or your Grand Total. We will endeavour to communicate with you regarding such price changes before the completion of your Order.

All prices set by MyBizSites on the Website or App are guide prices only and are only approximate. We reserve the right to change these prices at any time. We also reserve the right to alter the Goods or Services available for sale on the Website, terminate any Participating Retailers, and/or discontinue any Goods or Services at any time.

We highly recommend you to print the Sales Receipt and keep it for reference and check the delivered / collect at premise items according to the receipt.

We do not provide physical receipts for your Order. A digital order confirmation and payment receipt (after payment made) will be emailed to you upon completion of your Order. If you require

an official tax invoice, you may reach out to our customer service department.

14. Promotions, Voucher Codes and other Privileges and Programmes

From time to time, MyBizSites may introduce promotions, vouchers, offers, contests, surveys, privileges and other programmes, subject to additional terms and conditions, which can be found on the WebSite and are hereby incorporated by reference into these Terms of Use. Promotions, vouchers, offers, contests, surveys, privileges and other programmes are only valid for the time period specified by MyBizSites and while stocks last basis. No compensation or cash will be offered in the event that a promotion is no longer in stock.

15. Products

We have made every reasonable effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right, at our sole discretion, to discontinue any product at any time. Any offer for any product or Services made on this Site is void when it is prohibited by law. We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

16. Exchange, Return and Refunds

MyBizSites maintains a strict no refund policy and does not provide refunds on its subscription plans pricing. If you otherwise fail to make any payment due to us, and fail to remedy the same, we may discontinue your use of any or all aspects of MyBizSites Services. MyBizSites reserves the right to delete your account (including any data file associated with your use of the MyBizSites Services)

MyBizSites provides domain name registration and renewal services only as a value added service to an active MyBizSites user. It is your responsibility to ensure that your domain(s) are renewed on time. MyBizSites does not guarantee successful renewal of domain(s) once the domain goes into the domain redemption period.

17. Third Party Links

Third-party links on our Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please ensure that you review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Any complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

The provisions of Indemnification and the Waiver, Release and Limitation of Liability are for our benefit and the benefit of our officers, directors, employees, agents, partners, advertisers, information providers, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

18. Intellectual Property

MyBizSites does not claim any intellectual property rights over your information or material submitted to MyBizSites Services and you retain ownership over and responsibility for your Store's content. You acknowledge that MyBizSites and/or third-party content providers remain the owners of such material (collectively "content") and that you do not acquire any of those ownership rights by downloading copyrighted material.

19. User Comments, Feedback And Other Submissions

If you send certain specific submissions (on this website including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions) without a request from us, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), these will be treated as non-confidential and non-proprietary, and we shall have the royalty-free, worldwide, continuous, unchangeable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such posting or submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or recompile such posting and/or submission.

We may, but are under no obligation to, monitor, edit or remove content that we determine, in our sole discretion, is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

By sending and/or posting your comments, you agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You agree to not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

20. Errors, Inaccuracies And Omissions

Occasionally there may be information on our Site, in the Services and/or Content that contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Site, Services, Content or on any related website is inaccurate at any time without prior notice to you.

We undertake no obligation to update, amend or clarify information in the Site, Services, Content

or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Site, Services, Content or on any related website should be taken to indicate that all information in the Site, Services, Content or on any related website has been modified or updated.

21. Security & Privacy

MyBizSites recognises the importance of keeping your personal information and data secure and private. To understand our security and privacy policies and practices, please read our Privacy Policy.

Please do not submit any personal information or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

22. Suspension and Termination

You agree that MyBizSites has the right in its sole and absolute discretion and without notice or liability to restrict, suspend, or terminate your access to all or any part of the Site, App or Services; and/or terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account, without assigning any reason.

Without prejudice to the generality of the above, MyBizSites reserves the right to deactivate your Account if it has been inactive for a period of 2 years or more, or if you are in breach of any of our Terms of Use.

23. Modification of Terms of Usage

MyBizSites reserves the right to revise these Terms and Conditions of Usage at any time by updating this posting. Your continued use of the WebSite constitutes your agreement to comply with such revisions, so you should visit this page from time to time. Certain provisions of these Terms and Conditions of Usage may be superseded by expressly designated legal notices or terms on particular pages of the WebSite or in separate written agreements between MyBizSites and you.

24. Applicable Laws

MyBizSites operates the WebSite from its office in Ipoh, Malaysia and makes no representations that materials in the WebSite are appropriate or available for use in other locations. Access to the Site from any territory where the content is illegal is prohibited. If you choose to access the WebSite from other locations, you do so at your own risk and are solely responsible for compliance with any and all applicable laws, rules and regulations.

The display of the WebSite alone does not subject MyBizSites to any specific jurisdiction. You may not use or export any of the WebSite materials in violation of Malaysian export laws and regulations. Any claim related to the use of the WebSite or to the WebSite materials shall be governed by, construed and enforced in accordance with the Malaysian laws as applied to agreements made and to be performed entirely therein. Any action brought to in connection with the WebSite or WebSite content shall be brought in the courts with jurisdiction in Malaysia.

25. Force Majeure

We shall not be held liable and will not be considered a breach of these Terms of Services for any failure, non performance of any duties or obligations or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is beyond our control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: labour disputes, shortage of materials, war, riot, fire, thunderstorm, lightning flood, earthquake, typhoon, strike, or other natural disaster, impossibility of the use of railways, motor transport or public or private transport, impossibility of the use of public or private telecommunications network, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties (collectively “Event of Force Majeure”).