

# Website Terms & Conditions

## 1. GENERAL

- 1.1 You are advised to read this T&C (as defined below) carefully before accessing or using the information and services available on the Website (as defined below). This T&C shall govern the use of the Website owned, developed and used by **PENNAWARIS SDN BHD (Co. No. 202201039930(1485627-W))** and the Website (“PENNAWARIS”) may contain (but it is not limited to) Services and Site Content.

By accessing, browsing and using the Website, you hereby agree to be bound by this T&C and any variation and amendment of the T&C which may be posted by PENNAWARIS on the PENNAWARIS Website from time to time. You are advised not to proceed any further in accessing and using the PENNAWARIS Website if you disagree with the T&C herein.

- 1.2 Unless the context otherwise requires, the following terms shall have the corresponding meanings:

**“Force Majeure”** means any physical event or circumstance beyond the control of a Party which prevents that Party from performing its obligations under this T&C or uncontrollable events which make it impracticable or commercially unreasonable for the Party affected by such events to perform under the terms of this T&C, which events shall include but is not limited to acts of God, acts of war, invasion, act of foreign enemy, hostilities, warlike operations, civil disobedience, rebellion, insurrection, military or usurped power or confiscation by order of any Government or public authority, terrorism or threat of terrorism, military call-ups and other situation or crisis, mutiny, riots, mobilisation, unusual or unexpected shortage of labour, labour lockouts, strikes or other industrial actions, sabotage, action or intervention of authorities, boycott, unexpected change in weather conditions, damage caused by thunderstorm, flood, hurricane, typhoon, earthquake, tornado, cyclone, volcanic eruption or other natural disaster, disturbance in electric supply, or scarcity of transport equipment or fuel. For avoidance of doubt, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. For avoidance of doubt, a Force Majeure Event shall not include any event or circumstance which may be avoided by an act or omission of a Party hereto.

**“Intellectual Property Rights”** means all current and future copyrights, patents, Trade Marks, rights in databases, inventions or trade secrets, know-how, rights in designs, integrated circuits, topographies, trade and business names, domain names, get-up, marks and devices (whether or not registered), moral rights, and all other intellectual property rights and applications for any of those rights (where such applications can be made) which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world.

**PENNAWARIS**, **“Our”**, **“Us”**, **“We”** shall refer to Pennawaris Sdn Bhd (Company No. **202201039930(1485627-W)**), a company duly incorporated under the laws of Malaysia and having its principal place of business at No. 503-G, Kompleks Diamond, Jalan Medan Bangi, Seksyen 16, 43650 Bandar Baru Bangi, Selangor Darul Ehsan and its Related Corporation(s)

**“Party”** shall individually refer to PENNAWARIS or yourself respectively and **“Parties”** refer to both PENNAWARIS and yourself.

**“Personal Data”** shall have the meaning as per the Privacy Notice.

**“Privacy Notice”** means PENNAWARIS’s Privacy Notice as posted by PENNAWARIS on the Website which details out the notice to you, the frameworks and principles on the processing of your Personal Information by PENNAWARIS.

**“Related Corporation(s)”** means the related corporations as defined under the Companies Act, 2016.

**“Service(s)”** shall mean the services and functionalities offered and/or made available by PENNAWARIS on or through the Website which may include; but is not limited to Service features and functionalities, user forum, interactive channels, chat, discussion group, survey, reward scheme, reward points, competitions, contests, online services and transactions, e-commerce enablers, bulletin board services, system, public information services, our services facility enabler and/or any other services, features or functionalities which are made available by PENNAWARIS from time to time.

**“Site Content(s)”** means data, information, material and content consisting of (but it is not limited to) our Services and product information, rates and prices of our Services and products, advertisement, public information, notifications, data, software, sounds, video, music, graphics, images, pictures, photographs, listings or other materials placed on this Website.

**“T&C”** means this Website Terms & Conditions.

**“Trademarks”** means the trademarks, marks, logo, indicia, get-up, trade names, business name, domain name, taglines, service marks and any variation, representations or reproductions or abbreviation thereof in any manner, medium or any form of media whatsoever from time to time.

**“User or you”** shall interchangeably be used and mean the person (a) who has access to the Website and (b) use the Website.

**“Website”** shall mean any website, portal, online platform owned, used, operated and adopted by PENNAWARIS from time to time. “Website” shall also include the Services and the Site Content which form the contents of the Website.

## **2. CONDUCT & RESPONSIBILITIES OF THE USER**

- 2.1 You agree to use the Website for lawful purposes only and in accordance with the T&C.
- 2.2 You shall not use the Website in any manner that could damage, disable, overburden and/or impair the Website or any network(s) connected to PENNAWARIS and/or interfere with other party’s use and enjoyment of PENNAWARIS’s Services. You shall not attempt to proceed with the violation of system and network security, unauthorised access via hacking, website mining or any other means to the Website, computer networks or networks connected to the Website. This also includes to interfere with, damage, disrupt or unlawfully use or gain access to any services, computer network or equipment without authorisation of the owner of that services, computer network or equipment
- 2.3 You agree to notify PENNAWARIS immediately of any unlawful, unauthorised use or breach of security immediately. PENNAWARIS shall not be held liable for any loss or damage arising from your failure to comply with this provision.
- 2.4 You agree to abide with all applicable laws and shall be solely responsible for all acts, omission that occur due to the usage.
- 2.5 You shall not:

- (a) infringe the Intellectual Property Rights; whether belonged to us or any third party;
- (b) use this Website; the Services and Site Content for any illegal, improper, obscene, or defamatory purposes, for any purpose which is against public interest, public order or national harmony or for any purpose which is prohibited by law;
- (c) publish, post, upload, download, distribute or disseminate any inappropriate, defamatory, libellous, infringing, obscene, pornographic, indecent, abusive, sexual, racially offensive, menacing or that cause annoyance, needless anxiety or that is intended to deceive or unlawful topic, name material or information;
- (d) upload, material, information or files that contain software or other material protected by intellectual property laws;
- (e) upload materials, information or files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (f) solicit participation in public discussion, debate, comment or activity outside the Website;
- (g) provide false or misleading information about yourself or your business; or create false identity which includes impersonation of other person;
- (h) use the Website fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation;
- (i) resell the Service or otherwise provide the Service to anyone;
- (j) use the Website in a manner that result in distribution of viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines;
- (k) transmit, send, disseminate or distribute "junk mail", "spam", "chain letter" or unsolicited mass distribution of email;
- (l) advertise or offer any goods or services for any reasons whatsoever in the Website without our consent in writing;
- (m) use the Website in a manner that results in PENNAWARIS being liable for any loss or damages under any applicable laws, rules or regulations

2.6 You shall at all times protect the secrecy of the ID, password or any access enabler code/data ("Access Enabler Data") for accessing the Website and/or Services assigned to you by PENNAWARIS following your registration to the Website and/or Services where registration is required. You shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. You shall be fully and solely responsible for and shall bear all charges, losses, and damages and fully indemnify PENNAWARIS against all loss or damage which PENNAWARIS suffers or may suffer arising from any use of your Access Enabler Data, howsoever arises.

2.7 You shall at all times use only your own Access Enabler Data for accessing the Website and/or Services. You are advised to change your Access Enabler Data (where possible and permitted) from time to time to ensure security. You shall, when accessing any other network through the Service, comply with the rules appropriate for that network. In the event your Access Enabler Data becomes known to any third party, you shall inform us immediately.

PENNAWARIS reserves the right to suspend or invalidate your Access Enabler Data to access the Website and/or Services assigned to you at any time without providing any prior explanation or notice to you and PENNAWARIS holds no responsibility and liability arising from such invalidation and/or suspension.

PENNAWARIS reserves the right to discontinue your Access Enabler Data to access the Website and/or Services assigned to you at any time without providing any prior explanation or notice to you and PENNAWARIS holds no responsibility and liability arising from such invalidation and/or suspension.

- 2.8 You understand that the Website may contain public interactive channels (“Interactive Channel(s)”) which include but is not limited to discussion groups, forums and chat channels, and whatever you post in such Interactive Channels may be available and viewed by other Users of those Interactive Channels. As such, you must be cautious whenever you share any personal or sensitive information whether it relates to you or any other third party. Also, you must be cautious of the content of communications you post in the Interactive Channel. You also acknowledge that there are posts in the Interactive Channels made by other Users relating to any topics, matters and issues. As such, it is solely your responsibility to evaluate the accuracy, truthfulness, completeness and usefulness of such postings posted in the Interactive Channel accordingly.

PENNAWARIS assumes no responsibility and liability regarding communications posted in the Interactive Channel either by you or other Users, and you shall be responsible to indemnify PENNAWARIS for the same in accordance with the terms of this T&C.

- 2.9 You shall be responsible to provide true, accurate, current and complete information; whenever you are required to do so, failing which PENNAWARIS may exercise its rights in accordance with the terms of this T&C.
- 2.10 You shall follow and/or abide all instructions, guidelines, protocols, handling procedures and/or rules issued by PENNAWARIS from time to time when using the Website/Services.
- 2.11 If you are under the age of 18 years, you should obtain the consent of a parent or legal guardian prior to your access and use of the Website.

### **3. PENNAWARIS’S RIGHTS**

- 3.1 PENNAWARIS shall have the rights to take all or any of the following actions:

- (a) suspend or terminate your account through the Website;
- (b) block, deny, refuse, suspend or terminate your access and use of the Website;
- (c) remove and/or delete your post, upload and download on the Website; or
- (d) any appropriate actions which PENNAWARIS deems fit and necessary

without notice and without incurring any costs and liability to you; if PENNAWARIS at its sole discretion, believes that you have:

- (i) breached this T&C or any contract with PENNAWARIS; or
- (ii) misused the Website (in full or any part of it) in any way.

- 3.2 Following the actions taken by PENNAWARIS above, PENNAWARIS reserves its rights under the law to commence any appropriate legal proceedings against you.
- 3.3 PENNAWARIS shall have the rights to take actions as specified in Clause 3.1 above as a result of any applicable law, rule or regulation or a court order or pursuant to governmental action and direction.
- 3.4 PENNAWARIS reserves the right to offer, conduct, organise from time to time through the Website any of the Services, and such Services shall be subject to each of the specific terms and conditions of those particular Services.
- 3.5 PENNAWARIS may choose to suspend, stop, withdraw, discontinue, vary or terminate all or part of the Services and the Website immediately without prior notice from time to time and incur any liability to you for (a) any repair or maintenance activities or (b) for the purpose of

upgrading or updating the Website and the Service or (c) for any reason whatsoever at PENNAWARIS's sole discretion.

- 3.6 PENNAWARIS reserves the right but not an obligation to scan, filter and review any data, communication and material posted or transmitted by you and may delete any of such data, communication and material from the Website at its sole discretion.
- 3.7 PENNAWARIS reserves the right to limit, restrict or prohibit your entry into its Website and/or the Services at its sole discretion and shall not be liable in any way whatsoever for such limitation, restriction or prohibition.

#### **4. INDEMNITY**

You will keep harmless, defend and indemnify PENNAWARIS against all claims, losses, costs, damages, expenses liabilities arising from (a) your use or any other person of this Website (whether the same is expressly authorised by you or vice versa); (b) your breach of this T&C; or (c) any material posted on, transmitted or received through this Website (which includes the Services and/or the Site Content).

#### **5. ACCESS TO THE WEBSITE**

- 5.1 PENNAWARIS Website may not be available to all devices which connect to the internet. You assume all responsibility regarding the end-user equipment and software necessary to access the Website and assume all risk associated therewith. You are responsible to equip yourself with all the necessary and compatible phone, equipment, hardware and software required to access the Website. We shall not be held liable in the event you are unable to access the Website due to your failure to do so.
- 5.2 The Website and/or Service may not be available to be accessed from all regions and countries of the world. PENNAWARIS reserves the right, in its sole discretion, to limit or terminate your ability to access Website and/or Service from certain regions or countries, and you assume all risk associated with the accessibility of Service on Website from any given region or country of the world.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 This Website may contain registered Trademarks, Trademarks which are the subject of pending applications or which are otherwise protected at law. Unless otherwise indicated, those Trademarks are owned by PENNAWARIS and may have protection under the laws.

You shall not use such Trademarks owned by PENNAWARIS save and except as permitted in this T&C or with our specific prior written consent; as the case maybe. At the same time, this Website may contain the Trademarks content providers and/or third parties and any usage of the same by you is prohibited at all times.

All rights are reserved accordingly.

- 6.2 Unless otherwise indicated, all Intellectual Property Rights to or over the Site Contents contained on the Website belong to PENNAWARIS and therefore; all rights are reserved. Your usage of the Site Content is only limited to electronically save or print out parts of this Website strictly for your own personal use which is solely for your own information and not for commercial purposes provided you keep intact all copyright and other proprietary notices.

You shall not modify, copy, reproduce, republish, upload, post, reverse engineer, transmit or sell, distribute or redistribute in any way any material from this Website, including code and software, except as expressly permitted by us in writing. You must not use this Website for any purpose that is unlawful or prohibited by this T&C.

- 6.3 You are permitted to access and use the Website strictly in accordance the T&C hereof. Nothing on the Website shall be construed as conferring any license or transfer any of our Intellectual Property rights or other proprietary rights to you.

## **7. SITE CONTENT**

- 7.1 Site Contents on the Website may contain factual, technical or typographical inaccuracies or errors. The Site Contents including the Website may be improved, varies, changed or updated by PENNAWARIS in part or in full without notice.

- 7.2 You acknowledge and agree that Site Content published by PENNAWARIS may be intended to provide general information on any topics, matters or issues. You also agree that the Site Content does not represent professional advice. It is solely your responsibility to evaluate the accuracy, truthfulness, completeness and usefulness of all opinions, advice, services, merchandise and other Site Content provided through the Website or on the internet generally.

- 7.2 In furtherance to Clause 7.1 and 7.2 above, in no event PENNAWARIS will be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon and/or usage of any Site Contents contained on or omitted from the Website.

## **8. NO GUARANTEES OF SERVICES AVAILABILITY**

- 8.1 PENNAWARIS gives no guarantee to you of the continued availability of any particular Services advertised on the Website and will not be liable to you should the Services be out of stock or discontinued at any time prior to removal of the advertisement from the Website.

## **9. LINK TO THIRD PARTY SITES**

- 9.1 PENNAWARIS provides links and pointers to Internet sites maintained by third parties from its Website. Such linked sites are not under the control of PENNAWARIS and PENNAWARIS is not responsible for the contents (including the accuracy, legality or decency) of any linked site or any link contained in a linked site. PENNAWARIS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PENNAWARIS of the linked site. PENNAWARIS is not responsible for the copyright compliance of any linked site. PENNAWARIS will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third party service provided by any third party.

## **10. PERSONAL DATA- PRIVACY NOTICE**

Save and except in the context where you are required to provide your Personal Data in the Website, you may access the Website without providing your Personal Data.

However, should you choose to provide your Personal Data; where such context requires you to do so, by providing the same, it shall be deemed as consent on your part for PENNAWARIS to process your Personal Data in accordance to the Privacy Notice as posted in the Website. In this regard, PENNAWARIS's Privacy Notice shall be read together in terms of the processing of your Personal Data by PENNAWARIS.

## **11. NO SITE SERVICE GUARANTEE**

- 11.1 PENNAWARIS provides no warranty to you that (a) your access to the Website and (b) the Services generally available through its Website will be uninterrupted or error-free or such will be corrected.

- 11.2 You also understand that PENNAWARIS cannot and does not guarantee or warrant to you that files available for downloading through the Website or delivered via electronic mail through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient

procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

- 11.3 PENNAWARIS shall not be held liable if you suffer loss or damage as a result of Clause 11.1 and 11.2 above.

## **12. PENNAWARIS'S LIABILITY**

- 12.1 Without prejudice to any other exclusion of PENNAWARIS's liability under this T&C, PENNAWARIS shall not be liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case, negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for loss or damage whether direct, indirect or consequential howsoever arising, loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, loss from business interruption, loss or corruption or destruction of data, loss of contracts, pecuniary losses arising from goodwill, or loss of or damage to goodwill; resulting from:

- (a) your use of or inability to use the Website and/or Service, or from your reliance on the accuracy or completeness of the Website and/or Service contents;
- (b) our actions in carrying our rights and obligations under this T&C;
- (c) your acts, omission, default or negligence (including your failure or omission to comply with the terms of this T&C);
- (d) our failure or omission by PENNAWARIS to comply any of this T&C; and
- (e) Force Majeure.

- 12.2 Notwithstanding the foregoing, for any claim arising out of, or in connection thereof resulting in PENNAWARIS becoming liable for any loss or damage not capable of exclusion under this T&C, then to the extent permitted under the laws, PENNAWARIS's entire liability for such loss shall not at any time exceed the sum of Ringgit Malaysia Five Hundred (RM 500.00).

- 12.3 You agree that your only remedy under this T&C is to discontinue using the Websites and the Services.

## **13. PENNAWARIS's RIGHTS TO USE INFORMATION YOU SEND**

- 13.1 PENNAWARIS welcomes ideas and feedback from you about all aspects of the Website. You agree that PENNAWARIS may reproduce, distribute, transmit, create derivative works of, and publicly display any materials and information (including ideas for new or improved products and services) that you submit to any public areas of the Website (such as Feedback and Contacts pages, forums and newsgroups) or by email to PENNAWARIS. Please read our Privacy Statement for more information as to how we deal with information you send to us.

- 13.2 You warrant that the materials and information provided by you in Clause 13.1 above are fit for publication and agree to indemnify PENNAWARIS for any claim or demand, suit or other action brought by any third party against PENNAWARIS in relation to such materials and information.

## **14. NO GUARANTEE AS TO THE SECURITY OF YOUR INFORMATION**

- 14.1 While PENNAWARIS takes all due care in ensuring the security of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on PENNAWARIS's systems or on the Website. To the extent legally possible, PENNAWARIS disclaims all liability to you if you suffer loss or damage as result of the information not being secure.

## **15. CHARGES**

PENNAWARIS shall have the rights to impose charges for the access to the Website and/or Services (in full or in part) in the future, subject to giving you clear notification which part of the Website and/or Services where charges are applicable.

## 16. DISCLAIMER

16.1 The Site Content detailed on the Website is updated regularly and every effort is made to ensure that it is up-to-date. However, any errors, omissions or irregularities on the Website are strictly non-binding on us and where errors, omissions or irregularities occur; the information provided to you at the point of sale will take precedence over what has been provided on this Website.

16.2 The Website and the Service are provided "as is" without any warranties or representations of any kind whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade. As a user of this Website, you should make your own enquiries before entering into any transaction on the basis of or in reliance upon the contents of the Website and/or Services. To the extent permitted by law, PENNAWARIS disclaims all liability arising from your use of or reliance upon the contents of the Website and/or Service.

No part of the Website is intended to constitute a contract between PENNAWARIS and you, or an offer to enter into a contract with you, except to the extent expressly stated to the contrary.

## 17. GENERAL PROVISIONS

### 17.1 Governing Laws

The laws governing this T&C will be the laws of Malaysia and you irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.

### 17.2 Notices

All notices, requests and/or other communications to be given by PENNAWARIS to you under this T&C shall be deemed to have been received through the following means:

- a) by sending notice, correspondence or other documents to the your address or to your last known address; as the case maybe; or
- b) by publishing notices, requests and/or other communications in the Website; or
- c) by faxing to your last known fax number; or
- d) by sending an email to the e-mail address which you have provided us; or
- e) any other medium which we deem relevant and necessary.

Any notices from you to us **MUST** be sent in writing to the following address:

**PENNAWARIS SDN BHD**  
No. 503-G, Kompleks Diamond  
Jalan Medan Bangi  
Seksyen 16  
43650 Bandar Baru Bangi  
Selangor Darul Ehsan

We may from time to time change the contact details above.



All notices, requests and/or other communications given according to this T&C shall be deemed to have been served if:-

- a) delivered by hand, at the time of delivery;
- b) sent by prepaid registered post, on expiry of five (5) days after posting; and
- c) sent by fax, upon notification that the message was successfully transmitted in its entirety
- d) sent by email, on the date which the email was recorded as sent in the e-mail
- e) published through Website, the date when the same is published in the Website;
- f) through any other medium, on the date when such notification is made through that medium

#### 17.3 Assignment

PENNAWARIS reserves the right to assign, subcontract or novate any or all of its rights and obligations under this T&C. You shall not without the written consent of PENNAWARIS, assign or dispose of this T&C.

#### 17.4 Invalidity and Severability

If any provision of this T&C is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then:-

- (a) such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability; and
- (b) the remaining provisions of this T&C shall remain in full force and effect.

#### 17.5 Indulgence and Waiver

Any failure by PENNAWARIS to enforce any terms herein, or any forbearance, delay or indulgence granted by PENNAWARIS to you will not be construed as waiver of PENNAWARIS's rights provided under this T&C.

#### 17.6 Amendments

PENNAWARIS shall have the right at any time to revise, amend, delete, vary, modify and/or supplement all or any of the T&C herein contained without notice to you.

The prevailing T&C are as updated on the Website and the updated T&C shall apply and supersede any and all previous versions.

#### 17.7 Time

Time, wherever mentioned in this T&C, shall be of the essence of this T&C.

#### 17.8 Understanding

You acknowledge and agree that you have read and understood this T&C and agree to be bound by this T&C, subject to any amendments made from time to time.

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*End of Document*