

PURCHASE POLICY

General

In these terms and conditions and the Special Conditions (as defined below), "Meganet4u" or "we" or "us" means Meganet4u Sdn Bhd and the "customer" or "you" means any person, firm, company or body which places an order with us. Please read these terms and conditions carefully before using the website. By using the site or any part of it, you agree that you have read these terms and conditions and that you accept and agree to be bound by them.

We shall make every effort to ensure that prices, details and pictures of products on our website are up-to-date. Prices are subjected to change without prior notice and all orders are subjected to our acceptance at our sole discretion and stock availability. We shall make every effort to ensure product(s) displayed on our website are in stock. If from time to time any products become out of stock, we reserve the right to cancel the order.

All orders are **subjected to** confirmation of final availability and we reserve the right to reject the **order if** any of the products requested is unavailable.

Prices charged for purchases on this website may be different from those charged at our office or on promotion.

The prices charged are those applicable on the day you order.

All pictures and images of the products displayed on this site are for illustration purposes in order to help the customer to recognize the products only. The actual size, dimension and color of the products may differ.

Registration

You are required to register as a partner with placing any order through our website. During the registration:

You must provide us with accurate, complete and up to date registration information; You must safeguard your username and password;

You authorize us to assume that any person using the website with your username and password is either you or is authorized to act for you;

We have the absolute discretion to refuse registration of a potential customer and to terminate the registration of any customer for any reason whatsoever.

Please inform us via our website/by email/by phone immediately of any changes to the information that you provided so that we can communicate with you effectively.





Privacy protection

We are committed to safeguarding the privacy of individuals with respect to personal data. We therefore make sure that our policies and practices in relation to the collection, use, retention, transfer and access of personal data comply with the requirements of the Personal Data Protection Act 2010 (PDPA) ("the Act") under the laws of the Malaysia government. Please refer & read through our Privacy Policy Statement to further understand how we handle & use the information collected from you.

Order

Please read these terms and conditions carefully before you place the order at our website.

Once you have placed an order, you will receive a confirmed computer generated purchase invoice at your login portal and thereafter your order will be dispatched after the confirmation has been received, depending on which delivery option you have selected.

All orders are **subjected to** confirmation of final availability and we reserve the right to reject the order in the event that any of the products requested is unavailable.

Services limitation

We accept orders only from Malaysia the specified billing address or collection at Meganet4u Sdn Bhd

Payment

We accept Visa, Mastercard, Boost, Ambank QRPay, TnG e-Wallet. Credit cards used for shopping should be valid and under the **purchaser's own name**. Online payment services are done via FPX, B2B, B2C (online transfer) powered by iPay88.

All product prices listed are in Malaysian ringgit (or RM).

Links to and from the Website

The links on the Website may take you to other sites and you acknowledge and agree that **MEGA has** no responsibility for the accuracy or availability of any Information provided by linked websites.

Links to other websites do not constitute an endorsement by MEGA of such websites or the Information, products, advertising or other materials available on those websites.





Indemnity

You agree to defend, indemnify and hold us and MEGA harmless from and against all liabilities, damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Use and/or your use of the Website. We may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action.

Intellectual Property Rights

All intellectual property rights subsisting in respect of the Website or have been lawfully licensed to us for use on the Website. All rights under applicable laws are hereby reserved. Except with the express permission of us, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is copyrighted under applicable laws.

Limited Liability and Warranty

All Information is for your general reference only. MEGA does not accept any responsibility whatsoever in respect of such information.

Your access to and use of our website is at your sole risk and is provided "as is," "as available." The website is for your personal use only and we make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose.

Our entire liability and your exclusive remedy with respect to the website or otherwise, is re-performance of defective services. In jurisdictions that do not allow the exclusion or limitation of certain types of liability, our liability will be limited to the maximum extent permitted by law. We do not endorse, warrant or guarantee any material, product or service offered through us or our website. We are not and will not be a party to any transaction between you and any third party.

MEGA shall not guarantee or assume any responsibility that:

- 1. The Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
- 2. The Information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
- 3. Messages sent through the internet including in connection with the Services will be free from interception, corruption, error, delay or loss;
- 4. Access to the Website will be available or be uninterrupted;
- 5. Use of the Website or Services will achieve any particular result; or
- 6. Defects in the Website will be corrected.

> www.meganet4u.com



In no event will MEGA be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Information, even if we have been advised of the possibility of such damages.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information. You are responsible to ensure that your use of the information complies with all applicable legal requirements.

The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

Partial Invalidity

The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

Several Users

If there are two or more persons adhering to these Terms of Use as **users**, their liability under the Terms of Use is joint and several, and their rights are joint.

Governing Law and Jurisdiction

These Terms of Use shall be governed by the law of Malaysia. You agree & accept to submit to the non-exclusive jurisdiction of the Malaysian courts and any dispute arising out of these terms shall be resolved in good faith, in case of any litigation, the jurisdiction of the courts of Malaysia shall be court of competent jurisdiction for the first instance

