

FRONTIERA MALAYSIA WEBSITE TERMS

Effective Date: 11 August 2022

1. GENERAL

- 1.1 These terms and conditions of use ("**Terms**") set out below shall apply when you access and/or use www.frontieramalaysia.com ("**Website**") which is operated by Samling Homes Sdn Bhd Registration No. 199401008183 (293862-V) ("**Frontiera Malaysia**", "**we**", "**us**", "**our**"). Frontiera Malaysia's Personal Data Privacy Policy ("**Privacy Policy**") is incorporated into these Terms by reference. You should read these Terms together with the Privacy Policy carefully. Please [click here](#) to view the Privacy Policy. By accessing and/or using the Website or any part thereof, you hereby signify that you have read, accept, and agree to be bound by these Terms.
- 1.2 You agree that we may revise or update these Terms from time to time and at any time in our sole discretion without prior notice to you. The latest version of the Terms will be posted on the Website and will come into effect on the date of posting. You are advised to check for updates to these Terms regularly. We will not be liable for any loss or damage relating to or arising from your failure to comply with these Terms.
- 1.3 Any information or content contained on this website are intended for general information only. We reserve the right, but undertake no duty, to review, edit or otherwise change or update the Website and its content at our sole discretion and without notice. The information and content including these Terms may be revised, modified, deleted or replaced from time to time and at any time at our sole discretion.

2. PERSONAL DATA

- 2.1 The Website may collect and store your personal data using 'cookies'. You consent to us using and processing your personal data collected through the Website in accordance with the Privacy Policy.

3. WARRANTIES

- 3.1 The Website and all information or content contained on the Website are provided on an 'as-is' basis for reference only. To the extent permitted by law, we disclaim all implied and/or express warranties and make no representation as to the accuracy, suitability, applicability or completeness of any information or content on the Website including but not limited to the implied warranties of quality or merchantability, non-infringement of third parties' rights and fitness for a particular purpose (to the fullest extent permitted by law). We make no warranties or representations regarding your ability to access the Website and do not warrant that any functions of the Website to be free of error or defect. We do not warrant the accuracy, adequacy, completeness or currency and security of any content or information provided on or through the Website.

4. LIMITATION OF LIABILITY

- 4.1 We have no liability or responsibility for any errors or omissions in the contents of the Website. You acknowledge and accept that the access to or use of the Website is at your own risk. We shall not be liable for any direct, indirect, incidental, consequential or punitive damage or for damages for loss of profit or revenue arising out of any use of, access to, or inability to use or access the Website.

- 4.2 All liability is excluded in respect of any loss, damage or liability which may arise in connection with the use of or reliance upon any information or content set out on the Website. To the maximum extent permitted under all applicable law, we disclaim all forms of liability to you and any third party with respect to decisions, acts or omission made by you or any other party in reliance on the information and content contained on the Website or for anything posted on or linked to or from the Website, including without limitation any mistake, error, omission, infringement, defamation, falsehood or other material or omission that might offend or otherwise give rise to any claim or complaint, whether in respect of direct, indirect, consequential, special, punitive or similar damages, even if we are aware or were advised of the possibility of such damages.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 “**Intellectual Property Rights**” shall mean all intellectual and industrial property rights, inventions, patents, trademarks, rights in designs, get up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights), topography rights, together with all other proprietary rights of a similar or corresponding character or nature (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein, rights in inventions, know-how, trade secrets and other confidential information.
- 5.2 The Website including any content or information available on it including, but not limited to, text, graphics, logos, buttons, icons, images, audio clips, digital downloads, software, source code and trademarks, are protected by copyright, design, trademark and other Intellectual Property Rights owned or controlled by us and/or our licensors. You may not copy, reproduce, republish, upload, download, post, transmit, store in retrieval system, modify, alter or display in public or distribute in any way the contents or any part of the Website for any purpose without our prior written consent except that you may download materials displayed on the Website for non-commercial, home personal use only as long as you keep all copyright, trademark and other proprietary notices intact. All rights, title and interest in the Intellectual Property Rights on the Website shall always remain ours, and/or our licensors’ property. You are not authorized to use the same unless you have obtained prior written consent from us and/or our licensors. You agree not to use the Website for any purpose or in any manner that is unlawful or would potentially infringe our Intellectual Property Rights.
- 5.3 You agree to keep us fully indemnified from and against all third party suits, actions, demands and/or third-party claims for damages, losses, expenses, and costs whatsoever arising under all applicable law to which we may be subjected to on account of any infringement of any Intellectual Property Rights or other protected rights relating to you or resulting from your wrongful or unlawful access or use of the Website.

6. **PROHIBITIONS**

- 6.1 When using the Website you cannot:
- (a) interfere or disable any security-related system feature operative on the Website;
 - (b) use the Website if we have suspended or banned you from using it;

- (c) engage in any illegal or unlawful conduct;
- (d) modify, interfere, intercept, disrupt or hack the Website;
- (e) misuse the Website by knowingly introducing viruses, malware, Trojans, worms, logic bombs or other similar material;
- (f) collect any data from the Website other than in accordance with these Terms;
- (g) submit or contribute any content that is abusive, threatening, obscene, untrue, offensive or sensitive in nature;
- (h) abuse, harm or bully another user of the Website; or
- (i) submit or contribute any user content without the permission of the content owner or otherwise infringe the copyright, trademark or other rights of third parties.

7. **THIRD PARTY LINKS**

- 7.1 Any links or opportunities to share (via social media, blogs, and similar sites and communication services) on the Website are provided solely for your use and convenience. The link does not represent any endorsement or recommendation by us and does not mean that we have any association with the linked website. We are not responsible for the content of any websites that are linked to or from the Website or for the legal consequences of your entering into any contracts with the third parties that provide these linked websites and we do not accept any liability for any loss, damage, expense, costs, or liability whatsoever incurred by you as a result.

8 **TERMINATION**

- 8.1 We reserve the right to terminate your access to the Website, and under certain circumstances, without prior notice to you, due to violations or suspected violations of these Terms. The termination of your access to the Website shall be without prejudice to any other rights or remedies available to us under these Terms, at law or in equity.

9. **SEVERABILITY**

- 9.1 If any provision in these Terms is held to be illegal, invalid or unenforceable under the present or future laws of any applicable jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and the remaining Terms shall continue to be valid and enforceable.

10. **WAIVER**

- 10.1 No failure or delay on our part in exercising nor any omission to exercise any right, power, privilege, or remedy available to us under these Terms against you shall impair any right, power, privilege or remedy or be construed as a waiver thereof.

11. **GOVERNING LAW**

- 11.1 The Website including these Terms are subject to and governed by the laws of Malaysia.

12. **CONFLICT**

- 12.1 In the event of any conflict or inconsistency between these Terms in the English language and its corresponding Bahasa Malaysia version, the provisions in these Terms in the English language shall prevail.

13. **FEEDBACK**

- 13.1 We value your feedback. Please submit your feedback regarding the Website by post or by email to the addresses set out below.

SAMLING HOME PRODUCTS SDN BHD

Lingui Industrial Park
15 ½ Miles Sungai Pelong
47000 Sungai Buloh
Selangor, Malaysia

Attention: Customer Service

Email : frontiera@sampling.com.my
Telephone : 03-6140 5288

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