

Terms and Conditions

1. TERMS AND CONDITIONS OF USE

Please read the Terms and Conditions carefully before using this website. Your continued use of this website deemed your compliance agreement and agree to be bound by the Terms and Conditions of use set out below. This website is created by Haris Nature Farm Enterprise, all of which are referred to as we, us, our or Haris Nature Farm Enterprise. We reserve all rights to amend the Terms from time to time without notice at our discretion. It is your own responsibility to periodically check for updates to the Terms herein. If you do not agree to the Terms and Conditions herein, you are advised to discontinue the use of this website.

2. INTELLECTUAL PROPERTY

This website belongs to Haris Nature Farm Enterprise. The copyright to the contents of this website is owned by or licensed to Haris Nature Farm Enterprise. This website is intended for members, personal use, reference, illustration and information purposes only and shall not be copied, used, redistributed or published in any manner without our written permission. Any unauthorised use of this website is strictly prohibited.

The trademarks, logos, characters, service marks, (collectively "Trademarks") displayed on this website belongs to Haris Nature Farm Enterprise. Nothing contained in this website should be construed as granting any license or right to use any Trademarks displayed on this website. Any use/misuse of the Trademarks displayed on this website, or any other content on this website, except as provided in this Terms and Conditions, is strictly prohibited. We reserve the right to bring any action arising from improper or unauthorised use of this website, including any action for infringement of its trademarks and other intellectual property rights.

3. DISCLAIMER/LIMITATION OF LIABILITY

We do not provide any warranty or guarantee, either expressed or implied, as to the information, material, and services, accuracy, timeliness, performance or completeness of materials, information and services found on our website including all such information modified, changed or varied herein. You acknowledged that such materials, information, and services may contain inaccuracies, errors, omissions and we expressly exclude such inaccuracies, errors, omissions to the full extent permitted by law. Use of information and services in this website is entirely at your own risk and we shall not be liable in any circumstances. We endeavour to its best but not obliged to correct any inaccuracies, errors, omissions posted in our website and trading platform and such information includes information on pricing and availability of goods. It is your own responsibility to conduct due diligence on any information or materials available through our website including information on pricing and availability of goods may be changed, amended or updated without notice.

We, nor the parties involved in the creation of this website is liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of this website. The information, materials and services contained on this site are provided to you on "as is", and "as available" basis. We shall not be liable for any damages, loss of profits, injuries, savings or goodwill resulting from your use or inability to use information provided from our website.

We disclaim all representations and warranties of any kind, whether express, implied or statutory to the maximum extent permitted by law unless otherwise specified. In addition, we do not warrant, guarantee or make any representation regarding the security of accounts, or that this site is free from destructive material, including but not limited to computer viruses, hackers, or other technical sabotage, nor do we warrant, guarantee or make any representations that access to this website shall be fully accessible at all times.

To the maximum extent permitted by law, we disclaim liability for any damages including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost or misdirected orders,

lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory or liability arising out of or in connection with:-

- i) Use of this website, or inability to see this website by any party; or
- ii) Any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or
- iii) Line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

In the event, that any provisions contained herein 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 terms or provisions had never existed. Our failure to insist upon or enforce strict performance of any terms and provisions contained herein shall not be construed as a waiver of any terms, provisions or rights.

4. INDEMNITY

You shall indemnify and keep us indemnified against all claims, damages, actions and proceedings made or brought against us arising from your use of this website and/or use of any materials obtained from this website and/or any breach of terms in relation thereto by you.

5. LINKS TO OTHER WEBSITES

Our website may contain links to other internet sites including but not limited to other affiliated sites and sites that may provide advice or other goods and services which are operated by third party vendors and importers. The provision of the link does not mean that we endorse or accept any responsibility for the content use, or products and services made available through the associated websites. By utilising these links, you acknowledged and agreed that we are not responsible for the actions, contents, accuracy, privacy, policies, opinions expressed, services provided, goods sold, or other links provided by these sites. You further acknowledged and agreed that we are not responsible either directly or indirectly for any damage or loss caused by use of or reliance on linked sites.

6. INTENDED USE

Our website is intended for business and commercial use hence it is not intended for persons under the age of 18. If you are under 18, you should speak to your parents, guardian, or a responsible adult and obtain their permission to use this site.

7. INTERNATIONAL USE

We make no promise that the content in our website are appropriate or available for use in locations outside of Malaysia, and accessing our website from territories where its content are illegal or unlawful is prohibited. If you choose to access the websites from locations outside of Malaysia, you do so on your own initiative and are responsible for compliance with local laws.

8. GOVERNING LAW AND JURISDICTION

The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and you shall submit to the exclusive jurisdictions of the courts of Malaysia.

9. DISPUTE RESOLUTION

Any dispute arising in connection with the Terms and Conditions herein which cannot be resolved by good faith negotiations shall be referred to mediation or Asian International Arbitration Centre (AIAC).

10. NON-WAIVER

No delay or failure by us to exercise any right or remedy upon your breach of the Terms and Conditions herein shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. SEVERANCE

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in anyway affect any other circumstances of or the validity or enforcement of these Terms and Conditions. We shall unilaterally decide in its sole discretion a substitute provision, without having to notify or secure any approval of you, which is valid and enforceable.

12. NO UNLAWFUL OR PROHIBITED USE

As condition of your use of our website, you shall 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 website for the following purposes or any other purposes that is unlawful or prohibited in law or by the Terms and Conditions herein:-

- i) Not to upload, post email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, discriminatory, 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 of other users; and
- 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 services.

13. SUBMISSIONS

Any material, information or ideas you transmit or post on this website by any means will be treated as non-confidential and non-proprietary, save and except for your personal information as provided in our Privacy Notice, and may be disseminated or used by us or our related and affiliated companies for any purposes whatsoever, including, but not limited to, reproduction, transmission, publication,

broadcast, posting, developing, manufacturing and marketing products. We have no responsibility to respond to messages posted on our website.

14. SECURITY

We understand that internet security is of paramount importance to you as internet purchases requires your personal and financial information. We guarantee that all reasonable precautions to protect your transactions in our websites have been taken so that you can have a reasonably safe and secure shopping experience.