

#### **TERMS AND CONDITIONS**

The following terms and conditions govern your use of this website. These terms and conditions may be revised without notice from time to time.

If you continue to browse and use this website, you are automatically agreeing to comply with and be bound by the following terms and conditions of use (including Guidelines and Rules, Privacy Policy). If you disagree with any part of these terms and conditions, please do not use our website.

#### Usage

- 1. You agree to use the website only for lawful purposes and in accordance with this terms and conditions.
- 2. You agree to notify Sara Worldwide Vacations Berhad (SWVB) immediately of any unauthorised use or any other breach of security. SWVB cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 3. In the case of Member login portal, you should not assign and/or release your password to any third party. The password is provided to you for your personal use only.
- 4. You shall not make commercial use of the website except as is strictly necessary for your own personal non-commercial home use.
- 5. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through the website. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding on-line communication in the country in which you reside.
- 6. You may not use the website in any manner that could damage, disable, overburden, or impair the website (or the network(s) connected to it), cause defamation to any party or interfere with any other party's use and enjoyment of the website.

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# **Termination**

SWVB may terminate your access to any part or all of the service and any related service(s) at any time, with or without cause, with or without notice, effective immediately. You agree that SWVB shall not be liable to you or any third party for any termination of your access to the Service.

# **Modification to the Service**

SWVB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that SWVB shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

### General

These Terms and Conditions shall be read together with the Standard Terms. In the event of any inconsistency or conflict between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail only with respect to such inconsistency or conflict.

### **Copyright Notice**

This website and its content are copyright of SWVB. All rights reserved.

#### **Personal Data and Privacy**

To learn about how SWVB collects, uses and protects your personal data, refer to our Privacy Policy.

# **Disclaimer and Limitation of Liability**

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- 2. You expressly understand and agree that SWVB shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill or other intangible losses that result from the use of or the inability to use the website, any changes to the website and unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through the website or arising in connection with the fraudulent or unlawful acts of any third party.
- 3. You specifically agree that SWVB is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
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### Indemnity

You agree to indemnify, defend and hold SWVB, its officers, directors, employees, agents, shareholders and any third-party information providers to the website harmless from and against all losses, expenses, damages and costs, including solicitors' fees, resulting from any violation by you of this terms and conditions or asserted by any third party due to or arising out of your use of or conduct on the website.

### **Applicable Law**

These terms and conditions are governed by the laws of Malaysia.