
TERMS AND CONDITIONS OF USE

Last Updated: 06 July 2022

Thank you for visiting the www.poohlogy.com (the "Site"). We want each visitor to the Site ("you") to have a safe, pleasurable visit, as such we have established the following terms and conditions to enable each visitor to know what to expect from us and what we expect of you.

ACCEPTANCE OF TERMS OF USE

By using the Site you agree to be bound by the following Terms of Use ("TOU") set forth herein. We reserve the right to update the TOU or the policies and conditions that govern the use of the Site at any time without notice to you. You are encouraged to review the Site and the TOU periodically for any updates or changes. Your continued access or use of the Site shall be deemed as acceptance of these changes. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

YOUR ACCOUNT OBLIGATIONS

In consideration of your use of the Site, you agree to:

- Provide true, accurate, current and complete information about yourself as prompted by the checkout form for your account information (the "Account Information"); and maintain and promptly update the Account Information to keep it true, accurate, current and complete.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current and future use of the Site. Account Information and certain other information about you is subject to our Privacy Policy which can be reviewed by clicking on the "Privacy Policy" hypertext link located at the bottom of our Web pages.

You will receive a password and account designation when you have completed the Account Information. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security.

USE OF SERVICES

You agree to use the Site in accordance with the Terms of Use. By way of example, and not as a limitation, you agree to the following when using the services of the Site:

- Any conduct by you that in our sole discretion restricts or inhibits any other user from using or enjoying the Site will not be permitted;
- You agree to use the Site only for lawful purposes.
- You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others or otherwise violate any applicable local, state, national, or international law.

- You agree not to use for any commercial purpose, reproduce, duplicate, copy, sell, resell or exploit any material or information, including images or photographs, which are made available through the Site, any portion of the Site, use of the Site, or access to the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- You agree not to access the Site by any means other than through the interface that is provided by us for use in accessing the Site.
- You agree not to upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same, upon receipt of written consent from us.
- You agree not to upload any files to the Site, including but not limited to files that contain any form of virus, corrupted files, or any other similar programs that may damage the operation of the Site.
- You agree not to falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or other material contained in the Site.
- You agree not to collect information about others, including e-mail addresses.
- You agree not to violate any applicable laws or regulations.
- You agree not to create a false identity for the purpose of misleading others.

ORDER ACCEPTANCE AND PRICING

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

We are determined to provide the most accurate pricing information on the Site to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

GOVERNMENT SERVICE TAX (GST)

GST will be implemented in Malaysia with effect from 1 April 2015 at the rate of 6%. It will replace the existing sales tax and service tax. Prices of Items and services provided by Total Health Concept Sdn Bhd, being GST registered company, will include GST where applicable.

Please refer to the GST Act 2014 published in the gazette on 19 June 2014 and the GST Regulations 2014 issued on 30 June 2014. GST is under the jurisdiction of the Royal Malaysian Customs Department ("Customs Department").

INTELLECTUAL PROPERTY

You acknowledge that the Site contains information, data, software, photographs, graphics, videos, text, images, typefaces, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

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LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM:

- THE USE OF OR INABILITY TO USE THE SITE,
- THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- ANY OTHER MATTER RELATING TO THE SERVICE.
- YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. ONLY WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED BY THE GOVERNING LAW, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms of Use, or your violation of any rights of another.

OUR RIGHTS

We may elect to electronically monitor areas of the Site and may disclose any Content, records, or electronic communication of any kind:

- to satisfy any law, regulation, or government request; or
- if such disclosure is necessary or appropriate to operate the Site; or
- to protect our rights or property or the rights of the users, Sponsors, Providers, Licensors, or Merchants. We are not responsible for screening, policing, editing, or monitoring such Content. If notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site.

- We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party Provider, Merchant, Sponsor, Licensor, service provider, or us.

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer.

SUBMISSIONS

We are pleased to hear from our customers and welcome your comments regarding our products, including the Site. We request that you be specific in your comments on our services and products. If you send us comments, suggestions, ideas, materials, notes, drawings, concepts, or other information (collectively, "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, you agree that we shall exclusively own and hereby assign to us without compensation or further obligation all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions, including the right to publish on the Site or elsewhere and to use the Submission, including any suggestions, ideas, etc. contained herein.

APPLICABLE LAW

We control the Site from our offices within Malaysia. We make no representation that the Content in the Site is appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of Malaysia export laws and regulations. Any claim relating to the Site, the services provided through the Site or the Content shall be governed by the internal laws of Malaysia, without reference to its choice of law provisions.

TERMINATION

These terms are effective until terminated by either party. If you no longer agree to be bound by the Terms of Use, you must cease your use of the Site. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site with or without notice. You agree that any termination of your access to the Site may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Site. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Site.

GENERAL INFORMATION

These Terms of Use constitute the entire agreement between us (you and us) and govern the use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties

nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

COPYRIGHT COMPLAINTS

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Site where the material that you claim is infringing is located;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement on the Site can be sent:

Science of poohlogy

Email: enquiries@poohlogy.com