

TERMS OF USE

Acceptance of Terms and Conditions

This page sets out the general terms governing your use of Cyber Village Sdn Bhd (411249-P)'s ("we", "us" or "our") Insurback.com ("Website"). By accessing or using this Website, you acknowledged that you have read, understood and agree to be bound by these terms and conditions. Accordingly, if you disagree with these terms and conditions, you must not use this Website.

Amendments

Cyber Village Sdn Bhd (411249-P) reserves the right to change, modify or amend these terms and conditions at any time without notice. Any changes, modifications or amendments shall take immediate effect on the date they have been published on this Website. It is your responsibility to review these Website terms and conditions regularly to ensure you are aware of the latest terms and conditions. Your use of this Website after the change will be deemed to signify your acceptance of the modified terms and conditions.

Acceptable Use

The access and use of this Website is solely for your personal and non-commercial use. It is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if the website is not available at any time or for any period, for whatever reason. We may also restrict your access to parts or to all of this website without providing any reason.

You are required to register for an account on the website before you are able to participate in any of our products and services on the website. You are required to create a username for and assign a password to your account when you register with the website. We reserve the right to disable any account if we believe you have failed to comply with these terms of use. We will not be held liable as a result of any third party accessing your account.

You hereby grant to us an irrevocable, perpetual, royalty free, worldwide, assignable, and sub-licensable license to use any material which you submit to us or the Website for the purpose of use on the Website or for generally marketing (by any means and in any media) our products. You agree that you waive your moral rights to be identified as the author and we may modify your submission.

The information and materials posted on this website are not meant to amount to advice on which decisions should be made. We are not liable for any reliance placed on such information and materials by any person. We therefore disclaim all liability and responsibility arising from any reliance placed on such information and materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

No Unlawful or Prohibited Use

As a condition of your use of this Website, you are strictly prohibited to use this Website for any purpose that is illegal or unlawful. You shall not use this Website in any manner or submit to us or to the Website anything in any respect which, in our sole judgment:-

- (a) could damage or impair this Website or interfere with any other party's use and enjoyment of this Website;
- (b) may expose us and our users to any harm or liability of any type;
- (c) is unlawful or in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
- (d) is obscene, indecent, pornographic, vulgar, profane, racist, and/or sexist;
- (e) may be contrary to our interests;
- (f) is contrary to any specific rule or requirement that we have stipulated in the Website; and
- (g) involves your use, delivery or transmission of any viruses, worms or unsolicited emails.

We reserve the right to immediately suspend or terminate your current and future use of the website upon us reasonably believing that you have committed any act of unlawful or prohibited use, with or without notice to you. We may also impose restrictions on the length and manner of usage of any part of the Website for any reason.

No Offer

The information on this Website is provided purely for browsing purposes only and does not constitute or form part of any offer or invitation in relation to the products of Cyber Village Sdn Bhd (411249-P). There is no contract or commitment whatsoever arising out of the information contained in this Website.

Intellectual Property Rights

Cyber Village Sdn Bhd (411249-P) or its affiliates owns or is licensed to use the trademarks and copyright in all materials presented on this Website. The contents of this Website are for browsing purposes only and no one is allowed to adapt, reproduce, store, distribute, print, display or publish any copyrighted work or trademarks in this Website without the license or prior written consent granted by Cyber Village Sdn Bhd (411249-P) or its affiliates. Any unauthorised use of the intellectual property is subject to an action of infringement.

We do not accept liability for any material or content in any form that is uploaded to or shared on the website which was not uploaded by us. All material or content accessed by you using this website is at your own risk and you will be solely responsible for any loss to any party resulting therefrom.

Linked Websites

Cyber Village Sdn Bhd (411249-P) is not responsible for the contents of the links in this Website to any other website (if any) which are provided for convenience only and do not imply affiliation with or endorsement by Cyber Village Sdn Bhd (411249-P). In addition, no links shall be made to this Website without Cyber Village Sdn Bhd (411249-P)'s prior written consent.

Limitation of Liability

Cyber Village Sdn Bhd (411249-P) will not be liable to any party for any loss or damage which may arise as a result of the use or reliance to any materials or information in this website to the maximum extent permitted by the law.

While Cyber Village Sdn Bhd (411249-P) has taken care in the preparation of this website, Cyber Village Sdn Bhd (411249-P) hereby excludes all forms of liability to the maximum extent permitted by law in regards to any operational or functional defects of this website which may cause damage to your computer system.

In the event however Cyber Village Sdn Bhd (411249-P) is found liable for any loss or damage which cannot be excluded in law, Cyber Village Sdn Bhd (411249-P)'s liability is limited to RM10.

Disclaimer of Warranty

While Cyber Village Sdn Bhd (411249-P) has taken care in the preparation of the contents of this website and has endeavoured to ensure that all the information provided in this website is correct at the time of inclusion, all materials, information, products, software, programs, and services are provided on this website on an "as is" basis without any warranties or guarantees, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement of proprietary and intellectual property rights. Cyber Village Sdn Bhd (411249-P) does not represent that the information contained in this website is accurate, comprehensive, verified or complete. Cyber Village Sdn Bhd (411249-P) makes no warranty or guarantee that the use of this website will be uninterrupted, timely, secure, or error-free. We shall not be liable for any loss or damage if for any reason the Website is unavailable for any time or for any period. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions, and we may but are not obliged to notify you prior to the carrying out of the same

Termination of Access

Cyber Village Sdn Bhd (411249-P) reserves the right to terminate the access to this Website at any time without notice including, but not limited to, for maintenance purposes for a period of time as may be required by Cyber Village Sdn Bhd (411249-P).

All provisions of these terms and conditions which are capable of having effect following the termination of access to this Website shall survive the said termination.

Governing Law

These terms and conditions shall be governed by and construed in accordance with Malaysian law. You submit to the exclusive jurisdiction of the Malaysia courts to settle any dispute which may arise under these terms and conditions.

Cookies

Cyber Village Sdn Bhd (411249-P) may use third party cookies on this Website in order to provide a number of key features for the Website usage reports. These cookies are unique to Cyber Village Sdn Bhd (411249-P)'s domain and cannot be altered or retrieved by any service on another domain. You are allowed to disable the use of cookies on your internet browser when accessing this Website.

Viruses

We will not be liable for any loss or damage caused by viruses that may infect your computer equipment, computer programs, data or other material due to your use of this website or to your downloading of material posted on it or on any websites linked to it. You will not knowingly introduce viruses, Trojan horses, worms, logic bombs or other malicious or technologically harmful programs.

Severability

If any of these terms should be deemed to be illegal, invalid or unenforceable, the illegality, invalidity and unenforceability of such terms shall not affect the legality, validity and enforceability of the remaining terms of this Terms of Use which shall remain in full force and effect.

Electronic Communication

You consent to receiving electronic communications from us, and agree to the use of electronic communication to enter into agreements between you and us in accordance with the Electronic Commerce Act 2006.