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**Access to this Website is granted by FORWARD FREIGHT SERVICES SDN BHD (hereinafter referred to as "FFS") subject to the following terms and conditions provided herein.**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND ANY PAGE THEREOF YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

**IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE.**

### **1. FFS WEBSITE USE AND ACCEPTANCE OF TERMS - GENERAL**

- 1.1 You agree that FFS may modify and amend this T&C at any time without notice. Unless explicitly stated otherwise, any new service introduced by FFS, shall be subject to this T&C. All such notices are hereby incorporated by reference into the T&C. You are responsible for regularly reviewing FFS's T&C posted in the FFS Website.
- 1.2 You can access FFS Website home page and browse the Website without disclosing your personal data. The service and links of the FFS Website may include links to third party websites and are subject to Section 4.1 herein.
- 1.3 Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your data and its use as set out in this T&C. By submitting your information, you consent to these transfers.
- 1.4 "You" shall mean any user of FFS's Website.

### **2. USE AND SECURITY**

- 2.1 Information on FFS Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. FFS may also make improvements and/or changes to FFS Website and to the fees and rates for FFS's Services, at any time without notice.
- 2.2 FFS Website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access FFS Website and assume all risk associated therewith.
- 2.3 FFS Website may not be available to be accessed from all regions and countries of the world. FFS reserves the right, in its sole discretion, to limit or terminate your ability to access FFS Website from certain regions or countries, and you assume all risk associated with the accessibility of FFS Website from any given region or country of the world.
- 2.4 FFS reserves the right to limit or prohibit your entry into its website in its sole discretion and shall not be liable for such limitation or prohibition.

### **3. YOUR CONDUCT**

- 3.1 You agree to use FFS Website only for lawful purposes and in accordance with this T&C.
- 3.2 You agree to notify FFS immediately of any unauthorised use or any other breach of security at the end of each session. FFS cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 3.3 Recognising 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 online communication in the country in which you reside.
- 3.4 You may not attempt to gain unauthorised access to the FFS Website, computer systems or networks connected to FFS Website, through hacking, password mining or any other means.

3.5 You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through FFS Website.

#### **4. Links**

4.1 Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of FFS. FFS shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services.

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#### **7. Termination / Access Restrictions**

7.1 Without limiting anything herein contained, FFS reserves the right to terminate FFS Website at any time without notice and for any reason.

7.2 FFS reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, FFS may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of FFS, of any other user, or of any third party.

## **8. Exclusion of Liability**

- 8.1 FFS and/or its partners herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use this website (or any third party link to or from the FFS's website), reliance on the information contained in the website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.
- 8.2 This exclusion clause shall take effect to the fullest extent permitted by law.

## **9. Indemnity**

- 9.1 You hereby irrevocably agree to indemnify and keep indemnified FFS from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by FFS in connection with or arising from (1) your use or misuse of this website and the services provided herein, or (2) your breach of these terms and conditions howsoever occasioned, or (3) any intellectual property right or proprietary right infringement claim made by a third party against FFS in connection with your use of this website.

## **10. Law and Jurisdiction**

- 10.1 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by FFS, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this website.