

## **TERMS OF USE AND PRIVACY POLICY**

### **1. Terms and Conditions of Use**

Members, consumers and others who use this website or other related website owned and/or managed by Pur & Beaute World Sdn Bhd (hereinafter referred to as "SB10Plus") shall be bound by this Privacy Policy.

By accessing and/or using the SB10Plus website (www.sb10plus.com.), you are accepting the terms stipulated in this Privacy Policy.

SB10Plus recognises the importance of maintaining the privacy of your identifiable details/information disclosed in the SB10Plus website. You are advised to read our Privacy Policy carefully which is detailed below.

This Privacy Policy may be amended and edited from time to time and all changes will be posted here on this website. The changes shall be effective immediately when it is posted on the website. Please take note of the changes as it is your duty to monitor the changes posted.

If you do not agree with the terms, please do not proceed further into the website and immediately stop using the website. However, if you continue to use and remain in our SB10Plus website, then you are agreeable to the terms herein.

### **2. Registration Obligation**

You shall disclose accurate, true, current details/information of yourself when filling any questionnaire, participating in any promotion and other information if so required in this website.

### **3. Type of Details/Information Disclosed**

In the course of accessing and using the SB10Plus website, SB10Plus may collect your personal identifiable details / information such as:

1. Name
2. Age;
3. Gender;
4. NRIC/Passport Number;
5. Race;
6. Correspondence Address;
7. Email Address; and
8. Any Other Personal Information.

Details/information may be collected when you submit an enquiry, participate in a survey, subscribe to our membership, subscription of newsletters or periodicals, participate in contests and/or events.

### **4. The Purpose for Collection of Personal Details / Information**

Personal Details / Information collected by SB10PLUS may be used for the following;

1. For communication either by email, calls or other means to inform you of your transaction/activity status, your account information, all products and services related information offered by SB10PLUS;
2. To provide assistance on product enquiry, requests and other related matters;
3. For upgrading and enhancing our promotional, advertising and website materials;
4. For upgrading and enhancing, customisation and improvisation of SB10PLUS products, services, message delivery and overall communication with you;
5. Inviting you to participate in surveys and contests organised by SB10PLUS; and
6. Allowing you to use links in our website to other websites operated by Third Party.

## **5. Cookies**

Our Website may use a feature known as cookies which is a small data file stored in your computer by the Web Browser. Cookies will help us view how you navigate our Website and identify you when you re-access it. Over and above, cookies primarily help us to improve our website, enhance our customer relations, personalise offers to you based on your needs and preferences.

Cookies cannot be used to retrieve data from other cookies which was created by Websites other than ours. Most importantly, cookies will not be able to read data stored in your computer hard drive.

You are able to reset your Web Browser to refuse cookies or to highlight when a cookie is being sent to you. However, some features of our Website may not function properly if the ability to accept cookies is disabled.

## **6. Links**

The SB10Plus website may contain links to other websites operated by third party vendors. With the provision of such links on our website and by your utilising those links, SB10PLUS does not endorse nor accepts the responsibility of the contents and information that can be reached through the associated websites. SB10PLUS also does not accept responsibility for any loss or damages suffered by you for accessing websites through the associated links.

## **7. Eligibility**

By accessing the SB10Plus website without any guidance, you warrant that you are eighteen (18) years old and above. If you are below eighteen (18) years old but above thirteen (13) years old you may access this website under the guidance and supervision of your parents or legal guardian. SB10Plus will not be held responsible nor liable for any non-compliance.

## **8. Intellectual Property**

SB10PLUS is the proprietor of all trade marks, trade names, brand names, logos, symbols, (including the name SB10PLUS), domain names and any other form of intellectual property notwithstanding opinions, comments, articles, photos, graphic, text, software, images, copyrights and illustrations used in the SB10Plus website.

However, some of them may also be owned by Third Parties but may have been licensed to be used by SB10Plus based on a mutual agreement for a specific purpose. Therefore, you are not allowed to copy, modify, redistribute or reproduce or publish elsewhere by you unless expressly permitted in writing by SB10PLUS. However, you may download permissible information for personal use. By downloading, it doesn't mean that you acquire the ownership or the copyright of the material.

## **9. Disclaimer of Warranties, Exclusion of Liability**

You understand and agree that all information and materials any typographical found in the website may contain inaccuracies because the information and materials are provided on a "as is" and "as available" basis. SB10PLUS makes no guarantee, representation or warrants and expressly disclaims any responsibility and liability for any inaccuracies, errors, omissions, and typographical in the information and materials in the website. Information and materials in the website may be edited and/or amended from time to time with or without prior notice as it is the sole discretion absolute right of SB10PLUS.

You also agree that SB10PLUS, and its subsidiaries, affiliates, licensors, assignees, employees, officers and directors (Collectively referred to as the "Parties") are not liable for damages of any kind either in Tort or Contract either directly or indirectly, incidental, consequential or punitive damages arising or resulting from accessing the SB10PLUS website. The Parties will not be liable to you under any event, circumstances, reasons or any cause of actions.

SB10PLUS also makes no guarantee, representation or warranty as to any damages to your computer from viruses, bugs, intervention, error, omission, interruption, technical failure, malfunction or any other as a result of accessing the website because the internet may be subject to security breaches.

Therefore, by accessing the SB10Plus website, you acknowledge that you may be waiving rights with respect to such claims mentioned above.

## **10. No unlawful or Prohibited Use**

By continuingly accessing/using the SB10Plus website, you agree that you will abide by all applicable law, statues, ordinance and other regulations. Therefore, you agree to the following:

1. Not to upload email, use any other means of communication that is unlawful to transmit any literature/material that is misleading, threatening, abusive, defamatory, obscene, hateful, ethnically, racially or otherwise objectionable;
2. Not to collect, store, transmit, share, sell, transact personal details/information of the users of the SB10Plus website;
3. Not to transmit, transfer or upload any confidential, sensitive, personal and/or proprietary;
4. Disrupt/interfere and/or affect the accessibility of the service or networks connected to the service, or disregard/disobey any requirements, instructions, policies, procedures and/or regulations of the network connected to the service;
5. Not to email, upload or transmit any material that contains viruses, bugs, malware, spyware, or any file, program or other computer code;
6. Not to upload information and/or materials from a third party website, or details such as email addresses, contact information, and/or contact details of other into SB10Plus website; and

7. Not to upload any unsolicited and unauthorised information/content like junk, spam, pyramid scheme including any unauthorised advertising and/or promotional materials.

#### **11. Disclosure of Personal Information/Details to Third Party**

By virtue of the Provisions of the Personal Data Protection Act (2010), all personal data/particulars are deemed confidential and may be communicated to SB10Plus's appointed agents, contractors, members, subsidiaries and affiliated Companies (hereinafter referred to as Third Parties) for the Purposes stipulated in Clause 4 above. These appointed Third Parties are prohibited from utilising/disclosing your personal data/information to others who are not needed for the performance of duties or services in Clause 4 above. Disclosure of such information to Third Parties will allow us to serve you better.

Where Third Parties are appointed/engaged, they will be bound to strictly comply with the Personal Data Protection Act. The terms of appointment/engagement will stipulate the extent of usage, restrictions, time limit and other Terms to safeguard your interest.

#### **12. Applicable Law and Jurisdiction**

All relevant matters related to the terms herein including its interpretation shall be governed by the Laws of Malaysia as we operate this website from Malaysia. If this website is accessed in other jurisdictions, you do so at your own risk and it is your responsibility not to violate the laws of the jurisdiction. In the event of any dispute, you shall submit to the jurisdiction of the Malaysian courts.