

Terms of Use

Introduction

We, the proprietors of eCosway Website have established the terms set forth herein ("Terms of Use") as standard terms to regulate all visitors to our eCosway Website including, without limitation our Business Owners and Shoppers. By reading these Terms of Use and agreeing to be bound by them before using the eCosway Website you will know what to expect from us and what we expect from you as your use and your continuing use of the eCosway Website will be regulated by the terms herein. By logging on to any eCosway Website, you hereby agree to accept and be legally bound and to abide by these Terms of Use. We hereby reserve the right to amend, vary, add, or remove portions of these Terms of Use from time to time at our sole discretion. If you do not agree to abide by these Terms of Use, as they currently exist or as amended, please do not proceed to use the site and immediately cease all further activities using the site. You can always view the most current version (as amended from time to time) of these Terms of Use at this page. In addition, when using certain particular eCosway services, you may be subject to other posted guidelines and additional terms and conditions applicable to such services. All such guidelines and additional terms and conditions are hereby incorporated by reference into these Terms of Use. Please check these Terms of Use periodically for changes. Your continued access or use of the eCosway Website following the posting of changes to these Terms of Use shall be deemed as your acceptance to those changes.

If you are an eCosway Business Owner or a Registered eCosway Shopper, you have additional terms and conditions as set forth in the Business Owner Agreement or the Shopping Terms and Conditions, whichever is applicable to you.

Intended Audience

The eCosway Website is published by eCosway as a service to eCosway Business Owners, Shoppers, and other permitted visitors to the site. The site is a business and commercial site. Using the site constitutes a legal contractual relationship between the user and eCosway and is therefore not intended for any person or entity who is either under the age of majority or has no legal capacity in their respective countries to independently enter into a contract. eCosway makes no claims that the content and information posted on its site is appropriate or permissible or may be legally downloaded in the country in which you reside. Access to the materials on eCosway Website may not be permitted in certain countries. You are solely responsible for the compliance with the laws in your country of residence before using the site.

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eCosway assumes no responsibility for the deletion of stored email messages.

Although eCosway will take reasonable steps to prevent the introduction of viruses and other destructive elements to its Website, it does not guarantee or warrant that its site is free from any destructive elements including but not limited to computer viruses, hackers, or other technical sabotage. eCosway also does not warrant that any contents downloaded from its site and other third party sites linked to it will be error-free.

The Company shall not be responsible or liable for any damage that may be caused to your computer attributable to such download from its site or third party sites linked to it.

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Business Owners and Shoppers hereby acknowledge that the aforesaid disclaimer shall apply to all web content, merchandise and services available at eCosway Shopping Mall.

Where certain jurisdictions do not allow the exclusion or limitation of such liability, the liability, if any, in such jurisdictions shall be limited to the extent permitted by law.

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Public postings are subject to review, modification and deletion by eCosway without prior notice. Although eCosway reserves the right to block or delete public postings and/or unsolicited emails that otherwise violate this Agreement, it is not eCosway's obligation or responsibility to do so.

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If no specific restrictions are displayed, you are granted permission, to the extent necessary in order to lawfully access and use the sites, to display, download, archive, and to print in hard copy, portions of the sites for your personal use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials.

You cannot, without eCosway's prior written permission, remove or mirror any material contained on any eCosway Website on any other server. You agree that you will not copy, disassemble, de-compile, or otherwise reverse engineer any part of the eCosway Website or otherwise attempt to obtain or learn the source code, structure, algorithms, or ideas underlying such sites, or to take any action contrary to these Terms of Use.

The Company's Rights

The Company cannot and does not screen the contents of Business Owners' web sites and does not assume any obligation to do so. However, each Business Owner hereby agrees that the Company may monitor his or her web site and its contents periodically.

The Company reserves the right, at its sole and absolute discretion, to deactivate, without notice and without refund of any fees paid by any Business Owner or Registered Shopper who violates the Business Owner Agreement or Shopping Terms and Conditions or any unlawful use of his or her websites.

The Company has the right to electronically monitor Business Owners' websites. The Company may disclose any of the content, records, or electronic communication contained in the sites where necessary, (i) to satisfy any law, regulation, or official request from any government authorities; (ii) if such disclosure is reasonable or appropriate to operate this web site; or (iii) to protect the rights and property of the Company, its Users, Sponsors, Providers, Licensors or Merchants.

The Company is not responsible for screening, policing, editing, or monitoring of the content of Business Owners' websites. However the Company may investigate allegations of copyright infringement, defamatory, damaging, illegal or offensive content or materials of Business Owners' websites and determine at its sole discretion to remove or request the removal of such content from the Business Owners' websites.

The Company reserves the right to prohibit, edit or remove content that it deems to be harmful to other individuals or entities.

Online Conduct

You acknowledge that all contents, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such contents originated. This means that you are entirely responsible for all contents that you post, email or otherwise transmit via the eCosway service. eCosway does not control any of the content posted via the eCosway service and, as such, does not guarantee or warrant the accuracy, integrity or quality of such contents. You understand that by using the eCosway service, you may be exposed to contents that are offensive, indecent, or objectionable. Under no circumstances will eCosway be liable in any way for any content, including but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the eCosway service.

Any conduct by Business Owners or Shoppers that, in the Company's opinion, restricts or inhibits other Business Owners and Shoppers from using or enjoying eCosway facilities will strictly be prohibited. Business Owners and Shoppers agree to use eCosway facilities only for lawful purposes. Business Owners and Shoppers are prohibited from posting on or transmitting through the eCosway services any unlawful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material, including but not limited to, any material that encourages conduct that would be of a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, provincial, territorial, national, or international law.

You agree that you will not use the eCosway services to:

1. upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. harm any minor in any way;
3. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the service;
5. upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. upload, post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. interfere with or disrupt the eCosway services or servers or networks connected to the eCosway services, or disobey any requirements, procedures, policies or regulations of networks connected to the eCosway services;
9. intentionally or unintentionally violate any applicable local, state, provincial, territorial, national or international law, or any regulations having the force of law; or
10. collect or store personal data about other users, Business Owners or Registered Shoppers.

Advertising & Anti-Spam Policy

eCosway shall immediately terminate your Business Owner Agreement or your participation as a Registered Shopper and bar your access to eCosway Website if it suspects that you have carried out or are otherwise connected with any spamming or have been transmitting unsolicited bulk emails.

You hereby acknowledge that you have viewed and agreed to abide by eCosway's [Advertising & Anti-Spam Policy](#), which is incorporated by reference into and made a part of these Terms of Use.

Indemnity

You agree to indemnify eCosway, its directors, officers, employees and agents and keep them fully indemnified and hold them harmless against any loss suffered or liability incurred by eCosway as a result of your unauthorized representations or actions in breach of these Terms of Use. If you are a Business Owner or a Registered Shopper, this provision shall survive the termination of the Business Owner Agreement or Shopping Terms and Conditions. Business Owners further

agree to indemnify eCosway from any and all liabilities, claims whether pecuniary or non-pecuniary, expenses and damages (including attorneys fees and costs) arising out of the use of, or in connection with use of an eCosway website or any official eCosway material; including without limitation, any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other Business Owners and infringement of intellectual property or other proprietary rights.

Applicable Laws

These Terms of Use shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the national, federal or state courts located in Kuala Lumpur, Malaysia and you hereby submit to the jurisdiction of such courts for the purposes of litigating such an action.

Provisions Severable

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use, together with your Business Owner Agreement or Shopping Terms and Conditions shall not be modified by you except with the consent of eCosway stated in writing and signed by both parties.

Notices

Any notice given by either party must be in writing and will be deemed duly served if delivered by email notification to the Business Owner's or Registered Shopper's official email address as allocated by the Company or provided by the Business Owner or Registered Shopper.

