

# General Terms and Conditions of Use

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## 1. Terms of Use

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- 1.2. The Site is not intended for use by minors. By accessing and/or using the Site and/or any of the Services on the Site, you warrant that you are at least 18 years of age. If at any time it is discovered that you are not at least 18 years of age, we shall be entitled to close or suspend any user account registered by you without any liability to you.
- 1.3. We reserve the right to revise these Terms and Conditions of Use and the Privacy Policy at any time. The prevailing terms of the Terms and Conditions of Use and the Privacy Policy as at the time you access and/or use the Site or any of the Services are those which are applicable to you. Any revisions will be published on the Site and by continuing to access and/or use the Site or any of the Services, you shall be deemed to have agreed to be bound by the revised Terms and Conditions of Use and the Privacy Policy. If you do not wish to accept the revised Terms and Conditions of Use or the Privacy Policy, you should not continue to access and/or use the Site or any of the Services. We advise you to keep regularly informed of the applicable terms and conditions.
- 1.4. You can view the applicable version of the Terms and Conditions of Use or of the Privacy Policy at any time by clicking on the “customer service” hyperlink.
- 1.5. Additional terms may apply to the Services and to specific portions or features of the Sites, all of which terms shall, unless expressly provided otherwise within such terms, be incorporated into the Terms and Conditions of Use by reference. In addition, certain Services may be accompanied by their own licensing terms or terms of service (as the case may be). If there is any conflict between the terms of the Terms and Conditions of Use and such terms, the terms of the Terms and Conditions of Use shall prevail.

## 2. Security and Personal Data

- 2.1. The [Hermes.com/my/en](https://www.hermes.com/my/en) Privacy Policy (the “Privacy Policy”) governs the use of any personal information that you agree to provide to us on this website. We may modify or amend the Privacy Policy at any time as provided in the Privacy Policy.
- 2.2. You warrant and represent that all information submitted via the Site is accurate, complete and up-to-date and not misleading. Where you submit information through the Site, you will be regarded as having agreed to our collection, use, process, disclosure, management and transfer of all such information in the manner described in the Privacy Policy.

## 3. Restrictions

- 3.1. In using the Site and any of the Services, you agree and undertake not to:
  - (a) impersonate any person or party or falsely declare, distort or misrepresent your affiliation with any person or party;
  - (b) use the Site or any of the Services for unlawful purposes or criminal activity;
  - (c) disseminate any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, counterfeited, fraudulent, stolen or otherwise objectionable material.
  - (d) transmit material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations, or codes of practice;
  - (e) promote or transmit, or use any software material which contains or may promote or transmit, a virus or other malevolent and technologically damaging code or data;
  - (f) infringe upon any other person’s proprietary rights (including without limitation making, transmitting or storing electronic copies of materials protected by intellectual property rights without the permission of the owner);
  - (g) send or promote any unauthorised material for advertising purposes or otherwise;

- (h) attempt to gain unauthorised access to or otherwise interfere with the performance, operation or functionality of any computer facilities of and/or accessed through the Site;
- (i) interfere with another person's experience of the Site or any of the Services; or
- (j) use the Site other than in conformance with the acceptable use policies of any connected computer networks and any applicable internet standards.

3.2. We reserve the right, but have no obligation, to:

- (a) check, vet and/or control any activity, content or information occurring on or through the Site and any of the Services;
- (b) investigate any infringement upon these Terms and Conditions of Use and take any appropriate action thereafter;
- (c) report any suspicious activity concerning the possible transgression of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities;
- (d) request, at any time, such information relevant to your use of the Site and any of the Services, [and suspend or close your user account] if we have reason to suspect you of providing incorrect, disingenuous or fraudulent information, or if you declined to disclose such information required for the continued usage of the Site and any of the Services; and/or
- (e) suspend or close any user account registered by you at our discretion (including if you breach any of your obligations under these Terms and Conditions of Use).

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## 5. Linking

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- 5.2. You may only provide a link to the Site if expressly authorized in writing by us.

## 6. Limitation of Liability

- 6.1. We shall not be liable to you or any third party for any damages whatsoever, including but not limited to any direct, indirect, incidental, special, punitive or consequential damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or in connection with your use, inability to use, performance or failures of the Site, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This includes any losses whatsoever or howsoever caused arising directly or indirectly in connection with (a) any access, use and/or inability to access and/or use the Site or any of the Services; (b) reliance on any material or information made available through the Site or any of the Services; or (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same. This limitation of liability shall apply to the fullest extent permitted by law.

## 7. Disclaimer of Warranty

- 7.1. We do not warrant or represent:
- (a) that the Site or any of the Services will meet your requirements;
  - (b) that the Site, the Services or any material or information obtained through your access and/or use of the Site or the Services are free from viruses, data overwriting programs, trojan horses or other destructive material;
  - (c) the timelines, adequacy or commercial value of the information contained on the Site, or that such information is accurate, complete or up to date;
  - (d) that the Site, the Services or any material or information obtained through your access and/or use of the Site or Services will be provided uninterrupted, secure or free from errors or omissions; and
- 7.2. The Site may contain technical inaccuracies or other defects and we do not warrant that such defects will be corrected. The Site and its contents are provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, including without limitation, any implied warranty regarding the usual conditions of use of the Site or the adequacy of the Site for a usual or specific use, its quality or compliance with all statutory provisions. This limitation of liability shall apply to the fullest extent permitted by law.

## 8. Indemnity

- 8.1. You agree to indemnify us, our related corporations, and our and our related corporations' directors, officers, employees and agents (collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless, from and against any and all claims, demands, actions, suits, proceedings, damages, obligations, losses, liabilities, costs, penalties or expenses (including, but not limited to, legal fees incurred by us on a full indemnity basis) of whatsoever nature which may be suffered or incurred by us as a result of or in connection with (a) your access and/or use of the Site and/or the Services; (b) any breach by you of these Terms and Conditions of Use or such other terms as may be issued from time to time in respect of your access and/or use of the Site and/or the Services (including, but not limited to, the Privacy Policy); and (c) your infringement of any third party right (including any intellectual property, property or privacy right).

## 9. Assignment, Sub-contracting and Delegation

- 9.1. These Terms and Conditions of Use shall be binding upon and inure to our and your benefit, and any of our and your successors and permitted assigns. You may not assign or transfer any of your rights, benefits or obligations under these Terms and Conditions of Use without our prior written consent. No assignment shall relieve or discharge you of any of your obligations or liabilities hereunder, notwithstanding any voluntary assumption by the assignee of such obligations and liabilities.
- 9.2. We shall be entitled, in our discretion, to delegate or sub-contract the performance of any of our functions in connection with the Site, the Services and our performance of our obligations under these Terms and Conditions of Use, and reserve the right to use any service provider, sub-contractor and/or agent on such terms as we deem appropriate.

## 10. Cumulative Rights and Remedies

- 10.1. Unless otherwise provided under these Terms and Conditions of Use, the provisions of these Terms and Conditions of Use and our rights and remedies under these Terms and Conditions of Use are cumulative and are without prejudice and in addition to any rights or remedies we may have at law or in equity, and no exercise by us of any one right or remedy under these Terms and Conditions of Use, or at law or in equity, shall (save to the extent, if any, expressly provided for in these Terms and Conditions of Use or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.

## 11. Waiver

- 11.1. No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these Terms and Conditions of Use, will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.

## 12. Illegality and Severability

- 12.1. In the event any of the terms or conditions in these Terms and Conditions of Use shall be, or at any time shall be, come, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other terms and conditions in these Terms and Conditions of Use, but these Terms and Conditions of Use shall be construed as if such invalid or illegal or unenforceable terms or conditions had never been contained herein.

## 13. Partnership

- 13.1. Neither you nor we shall, by virtue of these Terms and Conditions of Use, be deemed to be a partner or agent of each other, nor shall anything contained herein be construed as creating a partnership, joint association or trust, it being agreed that each party will be responsible only for its obligations under these Terms and Conditions of Use, and neither party shall be authorised to represent or bind the other to any other person.

## 14. Third Party Rights

- 14.1. Save as expressly provided for in these Terms and Conditions of Use (including under Section **Erreur ! Source du renvoi introuvable.**), a person who or which is not a party to these Terms and Conditions of Use shall not have any right to enforce any provision of these Terms and Conditions of Use.

## 15. Entire Agreement

- 15.1. These Terms and Conditions of Use supersede and cancel all previous agreements, warranties and undertakings, whether oral or written, express or implied, given or made by or between you and us, and constitutes the entire written agreement between you and us, in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

## 16. Governing law and Jurisdiction

- 16.1. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of Malaysia.
- 16.2. In the event of any dispute arising out of or in connection with or in relation to the application or interpretation of these Terms and Conditions of Use, either party may by written notice to the other party, undertake to resolve any dispute amicably and in good faith by way of discussion which shall take place within ten (10) days after the receipt of the written notice, except where the parties agree to a different period.
- 16.3. In the event that the parties fail to resolve the dispute amicably within thirty (30) days after the commencement of the discussion, either party may refer such dispute to the courts of Malaysia for resolution, and the parties agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of such dispute.

Note: In the event of any inconsistencies between the English version and the other version of this Terms and Conditions of Use, the English version shall prevail.