

WEBSITE TERMS AND CONDITIONS

Introduction

Welcome to the Sunsuria Berhad's website (the "Website"). We welcome you to browse through the Website to know more about Sunsuria Berhad (the "Company") and the projects the Company is developing.

Please review all the terms and conditions (the "Terms and Conditions") as they govern your use of the Website. Kindly note that access to and use of and/or continue use of the Website constitute your agreement to accept in full and to comply and be bound by the Terms and Conditions contained herein.

License to use website

Unless otherwise stated, the Company and/or its licensors are protected by copyright and intellectual property rights in the Website and materials on the Website.

Subject to the above, the Company may, however, warrant you to view, download for caching purposes and print pages from the Website for personal and non-commercial use only.

The Company does not warrant you to the following restrictions set out below and elsewhere in the Terms and Conditions without the Company's express prior written consent:

- a) republication of materials from the Website (including republication onto another website)
- b) sell, lease or sub license materials from the Website
- c) display in public any materials from the Website
- d) reproduction, duplication or otherwise exploitation of materials on the Website for a commercial purposes
- e) alteration or otherwise modification of any materials on the Website; or
- f) redistribution of materials from the Website (except for content specifically and expressly made available for redistribution)

Any unauthorized use of any of the materials, whether wholly or partly, contained herein is strictly forbidden.

Acceptable use

The Company does not authorize any access to and use of and/or continued use of the Website:

- a) in any way that may result to damage to the Website or impairment of the availability or accessibility of the Website which is unlawful, illegal, fraudulent or harmful.
- b) in any way to use the Website in connection with any activity which consists of or linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

Restricted access

The Company may at its sole discretion, reserve the right to restrict access to certain areas, whether wholly or partly of the Website.

User content

In the Terms and Conditions, "user content" means material (including but not limited to limitation text, images and audio/video/audio-visual materials) that you submit to the Website, for whatever purpose.

All comments, feedback, suggestions and other submissions submitted to the Company on the Website (collectively "Comments") shall be and remain the Company's property and constitute an assignment to the Company of all worldwide right, irrevocable, non-exclusive, royalty-free license to use, title and interest in all copyrights and other intellectual properties in the Comments. The Company is and shall be under no obligation to maintain any Comments in confidence, to pay to user any compensation for any Comments or to respond to any user Comments.

You undertake that no Comments submitted by you to the Website will infringe any third party's right, will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Comments you have submitted.

You agree that the Company may use and/or disclose information about your demographics and use of the Website in any manner that does not reveal your identity. By requesting for promotional information or product updates, you agree that the Company may use your information for marketing and promotional purposes.

Disclaimer

THE WEBSITE AND ALL CONTENTS OF THE WEBSITE ARE PROVIDED "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION DISPLAYED ON THE WEBSITE IS STRICTLY INTENDED FOR A GENERAL INFORMATION AND KNOWLEDGE ONLY. NOTHING ON THE WEBSITE CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND.

YOU ACKNOWLEDGE, THAT YOUR ACCESS TO AND USE OF AND/OR CONTINUED USE OF THE WEBSITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL SOLE RESPONSIBILITY AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY FROM ANY AND ALL CLAIMS, DEMANDS LOSSES, DAMAGES, COST AND LIABILITIES ASSOCIATED WITH YOUR ACCESS TO AND USE OF AND/OR CONTINUED USE OF THE WEBSITE.

Inaccuracy Disclaimer

From time to time there may be information on the Website that contains typographical errors, inaccuracies, or omissions. The Company reserve the right to rectify any errors, inaccuracies or omissions and to amend or update the information without prior notice (including after you have submitted your user content). The Company apologize for any inconvenience caused.

Other parties

You undertake that you will not initiate any claims against the company, the Company's officers or employees in respect of any losses you suffered in connection with the Website.

Without prejudice to the above paragraph, you agree that the disclaimer of warranties and liability set out in the Website disclaimer will protect the Company's officers, employees, agents, subsidiaries, successors, assigns

and sub-contractors as well as the Company.

Indemnity

You hereby indemnify, defend and hold harmless the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses incurred or suffered by the Company arising out of acts, neglects, default, omissions or breach by you of any provision of the Terms and Conditions.

Breaches of these terms and conditions

Without prejudice to any other rights of the Company's under the Terms and Conditions as well as at law and in equity, if you breach the Terms and Conditions in any way, the Company may initiate any action as the Company deems fit for the breach, including but not limited to suspending your access to the website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

Variation

The Company may revise these terms and conditions from time-to-time which shall take effect immediately upon the posting of the modified Terms and Conditions and thereafter references herein to "Terms and Conditions" shall include such modified Terms and Conditions. Your use of and access to and/or continued use to the Website following the posting of such modified Terms and Conditions shall be deemed that you have accepted all such changes without any reservation. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Company may at its sole discretion, transfer, sub-contract or otherwise deal with the Company's rights and/or obligations under the Terms and Conditions. However, you may not transfer, sub-contract or otherwise deal with your rights and/or obligations under the Terms and Conditions.

Severability

If any provision herein is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability. The remaining provisions herein shall remain in full force and effect.

Entire agreement

These terms and conditions in this agreement comprises the entire agreement between you and the Company in relation to your access to and use of this website, and supersedes all prior agreements or understandings in respect of the subject matter herein.

Law and jurisdiction

The Terms and Conditions will be governed by and construed in accordance to the law of Malaysia irrespective of your current location or jurisdiction when accessing the Website.

Trademarks

The trademarks, including but not limited to "SUNSURIA" and "SUNSURIA BERHAD", are trademarks of the Company and/or its affiliates. Any other trademarks used on the Website are trademarks of their respective owners. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or rights of use any trademark displayed on the Website without the express written consent of the Company or such third party owner.