

# TERMS OF USE AND PRIVACY POLICY

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## 1. Acknowledgement and Acceptance of Terms

These terms of use may be amended or edited from time to time without prior notice. You are advised to read these terms carefully. By accessing this website and any pages thereof, you irrevocably and unconditionally agree to be bound by the terms below. If you do not agree, please do not access this website or any pages thereof. Your continued usage of this website constitutes your agreement to all the Terms set out herein and any subsequent amendments that may be made by Infinitus from time to time.

## 2. Governing Law

All matters and issues relating to the use or interpretation of these terms of use shall be governed by laws for Malaysian citizens and / or permanent residents.

## 3. International Use

This website is controlled and offered by Infinitus's facilities in Malaysia only. No representation is made that this website is appropriate and/or available for use in other locations. If you access this website from other jurisdictions you do so at your own volition and agree to comply with the applicable local, national and international laws and regulations pertaining to online conduct, internet content and in particular transmission of technical data exported from the country of your residence.

## 4. Intended Use

This website is for the dual purpose of education and commercial use, therefore it is not intended for persons under 18 years of age. If you are under 18, you should obtain permission from your parents, guardian or a responsible adult to use this website.

## 5. Disclaimer and Limitation of Liability

The information, products and services included on this website may contain inaccuracies or typographical errors. Changes are periodically added to the information and contents therein. Infinitus has the right at any time and at its sole discretion, with or without notice, to limit, add, amend or delete in whole or in part these Terms.

All information herein is not intended to diagnose, treat, cure nor substitute or replace the advice of a qualified medical professional. All tests are conducted on a closed trial sampling basis and different people may experience different reactions and benefits. All information is correct at time of content update and remains the property of Infinitus International (Malaysia) Sdn. Bhd.. Every reasonable care has been taken to ensure the information accuracy and the company will not be held liable for any errors, inaccuracies and/or omissions of the information or the views and opinions expressed. Any advice, product placement, testimonials and/or endorsement contained in this website should not be substituted for professional medical advice, diagnosis or treatment and you should always consult an appropriate independent professional, doctor or medical officer/specialist for specific advice tailored to your health, well-being, circumstances, requirements or needs. Never delay seeking professional treatment or advice because of anything you may have read on the website. If you think you may have a medical emergency, call your doctor immediately.

The information and/or materials are provided to you on a "as is", and "as available" basis. Infinitus makes no representation or warranty, either express or implied, as to the completeness, reliability, accuracy, suitability, timeliness of the information, statements, contents, materials, graphics related to the products and/or services contained herein.

Infinitus shall endeavor but is not obliged to correct any inaccuracies, errors, omissions or typographical errors in the information posted in this website, and such information including information on pricing and availability of goods may be changed, amended or updated without prior notice.

Infinitus shall not be liable and responsible for any unauthorized access to or alteration of any material or data sent or received or not sent or received, or any transactions entered into or through this website.

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Infinitus and its related or affiliated companies, directors or employees shall not be liable for any losses or expenses, damages including, without limitation, direct or indirect, special, incidental or consequential loss of profits, compensatory or exemplary howsoever caused arising out of or in connection with -

- a. the use or performance of this website, delay or inability to use this website by any party; and/or
- b. the provision of or failure to provide services or any information, products, services and related graphics obtained through this website or otherwise whether based on contract, tort, strict liability or otherwise; and/or
- c. any failure, error, omission, interruption, defect, delay in data transmission; and/or
- d. any line or system failure or introduction of a computer virus or other technical sabotage, even if Infinitus and/or its employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

If any provision(s) contained in these Terms is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforcement of the remaining provisions of these Terms. Any waiver by Infinitus to insist upon or enforce strict performance of any Term(s) or provision(s) contained herein or otherwise shall not be construed as a waiver of any continuing breach or of any other breach of any of the Terms, provisions or rights.

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## **7. Trademarks**

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## **8. Links**

This website may contain numerous links to other Internet sites including, without limitation, other sites that may provide advice or other goods and services, which are operated by third party vendors. By utilizing these links, you acknowledged and agreed that Infinitus does not endorse and shall not be responsible for the contents, opinions expressed, services provided, goods sold or other links provided by these third party sites.

You further acknowledged and agreed that Infinitus shall not be held liable for any damages, losses or injury howsoever caused whether directly or indirectly for the use of or reliance on any linked sites. Should you have any questions regarding these sites, you should address them directly with the relevant site administrator.

You are permitted to link to the materials on these third party websites, but it is strictly for personal and non-commercial purposes. You may quote contents written on the website into your own websites provided you include a prominent link back to this website on the pages containing the quote.

## **9. Dispute Resolution**

Any dispute arising in connection with these Terms of Use or in connection with the use of the Infinitus website which cannot be resolved by goodfaith negotiations shall be referred to mediation or to arbitration.

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

Your continual usage of this website is conditional upon your compliance with all applicable laws, statutes, ordinance and regulations regarding your use of our service and any related activities. In addition, you warrant that you shall not use this website for any purposes that is unlawful or prohibited in law or by these terms, conditions and notices. You agree:

- i. Not to upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's' privacy, hateful or racially, ethnically or otherwise objectionable.
- ii. Not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- iii. Not to collect or store personal data about other users.
- iv. Not to interfere with or disrupt the service or services or networks connected to the service, or disobey any requirements, procedures, policies or regulations of the networks connected to the service.
- v. Not to incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own).
- vi. Not to upload content that contains any information that you consider confidential, proprietary, or personal.
- vii. Not to upload content that contains or constitutes any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

## **11. Submissions**

Any material, information or ideas you transmit or post on this website by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Infinitus or its related and affiliated companies for any purposes whatsoever, including, but not limited to, reproduction, transmission, publication, broadcast, posting, developing, manufacturing and marketing products. Notwithstanding the foregoing, all personal data provided to Infinitus will be handled in accordance with Infinitus's Personal Data Policy. Infinitus has no responsibility to respond to messages posted at this website.

## **12. Security**

Infinitus understands that Internet security is of paramount importance to you and that all reasonable precautions to protect your transactions carried out via this website have been taken care of, so that you can have as a safe and secure experience in accessing the website.

When you place orders on this website, your transactions are encrypted using Secure Sockets Layer (SSL) encryption technology. Encryption scrambles the information transmitted across the Internet, including names and address. SSL also verifies the identity of the server and confirms that the original message arrives safely at its destination.

## **PRIVACY POLICY**

We recognized that your privacy is very important to you and to most people who use the Internet. Our privacy policy is detailed below and we suggest that you read it thoroughly. This policy may change from time to time and all changes will be posted here on this Web Site. When so posted, they shall become effective immediately. It is your duty to monitor the changes posted.

This policy addresses what information we collect, how we use it, how to correct or change it, and how we protect and store it.

We collect personal information and we use that information mainly to help us understand your needs so that we may better service you.

The types of personal information that we may collect from you and how we use it will depend on how you use this Web Site.

### **Registration Obligation**

You shall:-

- i) Provide true, accurate, current and complete information about yourself as prompted by the Registration form.
- ii) Maintain and promptly update the Registration data to keep it true, accurate, current & complete.

All Distributors must use a confidential password, which you will need, together with the identification number that Infinitus will assign to you in order to log on to the password protected areas of this Website. You shall maintain the confidentiality of any identification number, PIN or password provided. You shall immediately notify Infinitus of any unauthorised use of these Identifiers, or any other breach of security. You are fully responsible for all activities that occur under these Identifiers. Infinitus is not responsible for any misuse of your account by someone who uses your Identifiers.

### **Termination**

You agree that Infinitus, in its sole discretion, may terminate your password, account (or any other part thereof) or use of the service, and remove and discard any content within, for any reason, including, without limitation, for lack of use or if Infinitus believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use.

### **Survey and questionnaires**

Infinitus may contain several optional surveys and questionnaires throughout the site asking for information. We use the information you provide to help customize your shopping experience, showing you the content we believe you might be interested in, in order of your reference, as well as to provide advice and purchase recommendations.

### **How do we use your information**

Your personal information may be used by us for a number of purposes including, without limitation, research and statistical analysis and marketing. In terms of marketing, from time to time we may send out promotional and marketing materials about such things as great product offers or new Web Site features to users who are 18 years and above.

### **Sharing your personal information with third parties**

Unless otherwise specified or required by law or unless it is necessary for the purposes of performing services with respect to your use of this Website, we will not share your personal information with third parties, except your name, identification number, contact details and the value of the purchases you have made, will be made available to your referring or sponsoring Distributor, or the current Distributor servicing you. In addition, your Direct Distributor will have access to your Distributor Infinitus Authorisation number and the value of your purchase.

When necessary, your personal information may be divulged by Infinitus to Infinitus's agents or contractors for the purpose of performing services for Infinitus. These agents or contractors will be prohibited from utilising this information in any way other than to provide the services contracted for by Infinitus.

### **Cookies on Infinitus**

A cookie is a small text file that may be used by Infinitus to help identify you. On this Web Site, Infinitus uses cookies for two things: personalization and authentication. In other words, to help you customize your Web experience and to verify whom you are. It's important to note that our cookies are safe.

