

# Terms & Conditions

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## INTRODUCTION/ACCEPTANCE OF TERMS

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## MODIFICATION OF TERMS AND CONDITIONS

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## REGISTRATION INFORMATION

In consideration of your use of the Site, you agree to provide true, accurate, current and complete information about yourself as you complete the registration process to set up My Paybun.com File ("File"). You will receive a password and account designation upon completing the set-up process. You are responsible for maintaining the confidentiality of the password and File, and are fully responsible for all activities that occur under your password or File. You agree to (a)

immediately notify **Paybun.com** of any unauthorized use of your password or File or any other breach of security, and (b) ensure that you exit from your File at the end of each session. **Paybun.com** will not be liable for any loss or damage arising from your failure to comply with these requirements. After you have set up the File you may receive reservation confirmations or be contacted about a reservation at the e-mail, fax or mailing address you provide to us. Also, you will receive occasional Paybun.com communications ("Communications"), unless during the registration process you ask us not to send them to you. If in the future you no longer desire to receive Communications, you may follow instructions in the e-mails to unsubscribe or simply contact us.

## **ACCEPTANCE OF SUBSCRIPTION OF SERVICES**

Your Subscription to PayBun starts at the time of your acceptance to these Terms of Service. The billing for this subscription shall start with the subscription. You agree to start using the PayBun Software with this acceptance and PayBun Sdn Bhd shall start billing for the subscription from this day of acceptance.

## **SUBSCRIPTION TO PROMOTION SERVICES**

PayBun Sdn Bhd shall have the sole authority and discretion to determine the period of time for Promotion Services. You will be under no obligation to acquire a subscription to use any commercial service as a result of your subscription to any Promotion Service. PayBun Sdn Bhd reserves the right to modify or discontinue, at any time and from time to time, temporarily or permanently, any of the Promotion Services with or without notice to you. You agree that PayBun Sdn Bhd shall not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Promotion Services for any reason

## **FEES AND PAYMENT**

PayBun Sdn Bhd reserves the right at any time to charge or modify fees for access to portions or whole of any or all of the Services. Prices, payment terms and currency shall be those specified in the Agreement. However, such fees shall not be charged unless your prior agreement to pay such charges is obtained. Thus, if at any time PayBun Sdn Bhd requires a fee for any of the Services, you will be given reasonable advance notice of such fees and the opportunity to cancel your membership before such charges are imposed. If you elect not to pay such fees, PayBun Sdn Bhd shall have the right to cease providing such Service to you

## **DATA OWNERSHIP**

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## **CUSTOMER SUBMISSION**

**Paybun.com** appreciates hearing from its customers. By submitting content, creative ideas, inventions, suggestions, comments or materials, posting messages, uploading files, inputting data and registration information or engaging in any other form of communication on the Site or through services on the Site ("Customer Submissions"), you agree that said materials will automatically become the property of **PayBun Sdn Bhd** without compensation to you and **PayBunSdn Bhd**. can use the material for any purpose and in any way.

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As a condition of your use of the Site you may not:

- a. Use any "robot," "spider" or other automatic device or a program algorithm or methodology having similar functions, or any manual function or process to monitor or copy any Web page or any content or data on the Site without prior written permission from Paybun.com;
- b. Post, e-mail, upload, transmit or otherwise send any harmful or malicious code to the Site or circumvent the security devices (such as our robot exclusion header) in place on the Site;
- c. Interfere with or disrupt (or attempt to interfere with or disrupt) **Paybun.com's** operations or the provision of services by using any software program, routine, activity or other process;
- d. Collect or store personal data (including, but not limited to e-mail addresses) about other users; or
- e. Post, e-mail, upload or transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.

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(b) any other functionality, operation or service of the Site, even if Paybun.com is expressly advised of the possibility of such damages.

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## **INDEMNITY**

You agree to indemnify and hold PayBun Sdn Bhd. and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, upload or transmit through the Site, your use of the Site, Bulletin Boards and Newsletters, your connection to the Site and Newsletters, your violation of the Terms and Conditions, or your violations of the rights of any person or entity.

## **TERMINATION**

This agreement is effective until terminated by **PayBun Sdn Bhd.** at any time with or without notice. In the event of termination, you are no longer authorized to access the Newsletters or the Site, including, without limitation, Bulletin Boards, and the restrictions imposed on you with respect to material downloaded from the Newsletters and the Site, the disclaimers, indemnities and limitations of liabilities set forth in this agreement, shall survive.

## **OTHER**

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enforceability of any remaining provisions. The section titles are for convenience only and have no legal or contractual effect.