

Terms of Use

When you use big.com.my (hereinafter referred to as “the Website” or “Content”), you are agreeing to be bound by the terms stated herein (hereinafter referred to as “the Terms”). Please read these Terms carefully. If you do not agree with these Terms, we urge you to exit from the Website.

1. Ownership

The Website and the Content are operated and owned by TFP Retail Sdn Bhd 201301018031 (1047864-H), (hereinafter referred to as “TFP”), a company incorporated in Malaysia and having its usual place of business at D-1-5, Sunway Nexis, No. 1, Jalan PJU 5/1, Kota Damansara, 47810 Petaling Jaya, Selangor.

2. Use of website

You may only use the Website and the Content therein is for personal purposes unless TFP provides express written consent.

By using the Website, you shall not:

- (a) by any means copy, reproduce, republish, adapt, upload, link, post, frame, translate, transmit, communicate, broadcast, or distribute any part of the Website or any Content on the Website;
- (b) do anything that imposes an excessive, unreasonable, or disproportionately large load on the Website, or interferes or disrupts the Website or any network or website connected to the Website;
- (c) breach the security of the Website, test or scan the vulnerability of the Website, or make any unauthorised modifications to the Website;
- (d) interfere with any other persons use or enjoyment of the Website;
- (e) post, or transmit to the Website any abusive, obscene, defamatory, or otherwise inappropriate material;
- (f) use any robot, spider, scraping device, deep link, or any other automatic tool or algorithm, or any manual process that performs the same function, to copy or use any content or any part of the Content or the Website.
- (g) use the Website or the Content in any way that is unlawful, illegal or breaches the rights of TFP or any third party; and
- (h) use the Website in any way that otherwise breaches these Terms.

In addition to these Terms, TFP Privacy Policy applies to the use of the Website and various parts of the Website are subject to other terms and conditions. You should review these

other terms and conditions carefully and not use the Website if you do not agree to these other terms and conditions.

3. Third party websites

The Website may contain links to other web sites controlled by third parties (hereinafter referred to as “Third-Party Websites”). TFP is not responsible for any content on Third-Party Websites, nor does it endorse or approve such websites. If you choose to visit these Third-Party Websites, you do so at your own risk and should make your own enquiries before relying on any content contained on such Third-Party Websites.

TFP makes no representations about the quality or accuracy of material available on Third-Party Websites, or that such material does not infringe the intellectual property rights of a third party.

4. Intellectual property

All copyright, data, text, software, images, graphics, trademarks, logos, interfaces, photographs, and other intellectual property (Content) on the Website is owned, controlled by, or licensed to TFP. Except for viewing the Content for your own personal non-commercial use, TFP does not grant you any rights to use the Website or Content for any other purpose unless it expressly consents in writing.

5. Limitation of liability

TFP does not warrant or guarantee:

- (a) the accuracy or completeness of any information available on the Website;
- (b) that access to the Website shall be uninterrupted or error free;
- (c) that any defects will be corrected immediately; or
- (d) that the Website will be free from viruses or other contamination.

Except where prohibited by law, TFP shall not be liable to you for any loss, damage, liabilities or claims and expenses that you may suffer due to use of the Website, including use of any information on it. You use the Website at your own risk.

6. Termination of use

You may stop using the Website at any time for any reason. TFP reserves the right in its absolute discretion to suspend or terminate at any time the access to the Website of any user without notice for any reason, including but not limited to a breach of these Terms. The suspension or termination shall not affect either party’s rights or liabilities.

TFP may disclose any information we may have about a user in relation to an investigation or allegation that your use of the Website is in breach of these Terms or is in breach of law

or other regulation. TFP reserves its right to identify or bring legal action against any person who is breaching these Terms, including obtaining injunctive relief.

7. Variation to terms

TFP may vary these Terms at any time, and by continuing to use the Website you consent to any variations. TFP need not notify of these variations, and it is your responsibility to regularly check these Terms for any variations.

8. Governing law

These Terms are governed by the laws of Malaysia and all related legislation. Any dispute in relation to these Terms or your access or use of the Website shall be the exclusive jurisdiction of the Malaysian courts.

9. Miscellaneous

If any of these Terms are unenforceable or held to be invalid, the offending provision/s shall be removed from these Terms and the amended Terms will remain in force.

Any failure by TFP to act or enforce these Terms immediately will not be considered a waiver of TFP's right to take any such action.