

# TERMS AND CONDITIONS

Bioshop own by Bio Integrasi Sdn. Bhd. (1241891-M), provides the content and services available on the Site to you subject to the following terms and conditions ("Terms and Conditions"). By accessing or using the Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions, which include our Privacy Policy. These Terms and Conditions were last updated on 15/08/2019. Please review our Privacy Policy, which also governs your visit to the Site, so that you may understand our privacy practices.

## Purchase Related Policies

---

The products and services available on the Site, and any samples thereof we may provide to you, are for personal use only. You may not sell or resell any of the products or services, or samples thereof; you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions. For additional policies related to orders placed through this Site (such as order processing, shipping and handling, returns and exchanges)

## Accuracy Of Information

---

We attempt to be as accurate as possible when describing our products on the Site; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors or other content available on the Site are accurate, complete, reliable, current, or error-free. Additional, information provided on this site is for educational and informational purposes only. Even if the information published here is meant to be accurate, it is not intended to substitute professional medical advice. Please consult your physician or local medical facility for information specific to your individual needs. Bioshop or any contributors do not take responsibility for any consequence relating directly or indirectly to any information, recommendations, treatment, procedure, action or application of medicine by any person using the present site. The information contained here is offered without any warranty and it is not liable for its accuracy, mistakes, or for any damage caused by user's reliance on information obtained from the site.

## Intellectual Property

---

All content available on the Site, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation thereof (collectively, the "Content") is the property of Bioshop, our affiliates, partners or licensors, and is protected by international copyright laws. The trademarks, logos, and service marks displayed on the Site (collectively, the "Trademarks") are the registered and unregistered marks of Bioshop, our affiliates, partners or licensors, in Malaysia and other countries, and are protected by international trademark laws. Except as set forth in the limited licenses in Section 5 below, or as required under applicable law, neither the Content or Trademarks nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent.

## Limited Licenses

---

We grant you a limited, revocable, and non-exclusive license to access and make personal use of the Site. This limited license does not include the right to: (i) frame or utilize framing techniques to enclose the Site or any portion thereof; (ii) modify or download the Site or Content (except caching or as necessary to view the Site); (iii) make any use of the Site or Content other than personal use; (iv) create any derivative work based upon either the Site or Content; (v) collect account information for

the benefit of yourself or another party; (vi) use any meta tags or any other "hidden text" utilizing our name or the Trademarks or to otherwise use the Trademarks; or (vi) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. We also grant you a limited, revocable, and nonexclusive license to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website that links to the Site (i) may link to, but not replicate, our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content that is lawful and appropriate for all ages; (v) may not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; (vi) may not use any Trademark; and (vii) may not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link. Any unauthorized use by you of the Site terminates the limited licenses set forth in this Section 5 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

### Your Obligations and Responsibilities

---

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions (including our Privacy Policy), you shall be liable for all the losses and damages that this may cause to Bioshop, our affiliates, partners or licensors.

### Your Account

---

You may choose to register at our Site. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username and/or password. You agree to provide only accurate, truthful information. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in Bioshop's best interests to do so.

### Third Party Links

---

We are not responsible for the content of any off-website pages or any other websites linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit.

### Submissions

---

It is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential.

Subject to the terms of our Privacy Policy by transmitting or posting any Submission, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your Submission may not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of 'spam'. You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from or in connection with any claims to any rights in any Submission.

#### Representations and Warranties

THE SITE IS PRESENTED "AS IS". WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (D) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (E) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (F) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (G) EVENTS BEYOND OUR REASONABLE CONTROL. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED FIFTY RINGGIT (MYR100.00).

#### Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

#### Disputes

With respect to any dispute regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of Selangor, as if the Terms and Conditions were a contract wholly entered into and wholly performed within Selangor. Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in Selangor, except that, to the extent you have in any manner violated or threatened to violate our intellectual

property rights or the intellectual property rights of our affiliates, partners or licensors, we may seek injunctive or other appropriate relief in any court and you consent to exclusive jurisdiction and venue in any such court. Arbitration under this agreement shall be conducted under the rules then prevailing of the Malaysian Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## Return Policy

---

We allow return of products that are damaged during transit or due to faulty manufacturing. In such cases, the damaged products have to be returned first, before we send out a replacement.

In the event that a returned product is not damaged after inspection by our relevant supplier, postage fee to redeliver the item is to be borne solely by the customer.

For damaged products, report to our Customer Support team is to be made within 48 hours from the date of delivery. If a report is made after 48 hours, the claim will be automatically rejected by our Warehouse team. Kindly have the following documentations submitted with your report and email them to [info@bio-integrasi.com.my](mailto:info@bio-integrasi.com.my)

- Pick List (white A4 list that can be found on or inside the parcel)
- Copy of Consignment Note
- Clear Photos of the received damaged good and box it came in

Please note that reports without the above proper documentations will be rejected by the Warehouse team. Do note that consumable items that have been opened/used are \*non-returnable nor refundable\*.

## General

---

You acknowledge and agree that these Terms and Conditions, which include our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications. We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such terms and conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. If you have any questions regarding these Terms and Conditions, please Customer Service.