

# Terms of Use

## GENERAL WEBSITE TERMS AND CONDITIONS OF USE

The following Terms and Conditions govern your use of this Website. Please read and understand these terms and conditions carefully. By accessing or using this Website, you agree to be bound by the Terms and Conditions set forth herein.

### **General**

The name Apotec & Nushine as used here also refers to Bioalpha International Sdn Bhd, its subsidiaries and related corporations including Botanical Distribution Sdn Bhd.

All products of Apotec & Nushine offered herein are subject to the terms and conditions of the applicable agreements governing their sale and use. These terms and conditions are meant to regulate access to this website and are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided herein.

Information, materials, functions and contents provided in the website may be updated, changed or removed without notice. Access or use of the website and/or the services provided herein subsequent to any changes will be deemed as acceptance to these changes.

### **Disclaimer**

Products, information, services and other contents provided through this website, including without limitation any products, information, services and other contents provided to any other linked website, are provided for informational purposes only to facilitate discussions with your doctors, physicians, consultants or other healthcare professional (hereafter called healthcare professional) regarding treatment options. Any information contained on or in any product leaflet, label or packaging is not intended as a substitute for advice from your healthcare professional.

You should not use the information or services on this site for diagnosis or treatment of any health issue/ matter or for prescription of any medication or

other treatment. You should always consult your healthcare professional, and carefully read and understand all information provided by the manufacturer of the product or in any product label or packaging, before using any medication or nutritional or herbal products, before starting any program or before adopting any treatment for a health problem. Each individual person is different, and the way one reacts to any particular product may significantly differ from person to person. You should always consult your doctor, physician, consultant or healthcare professional regarding any interactions between any existing medication and nutritional products.

Neither Apotec & Nushine, nor its respective directors, affiliates or employees, accept any liability, direct or indirect, for any injury, loss, claim, damage or any incidental or consequential damages, arising out of or in any way connected with the use of any information, advice or data contained on this website. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products of Apotec & Nushine, reasonable measures have been/ will be taken by Bioalpha to ensure the accuracy and validity of all information relating to transactions and products of Apotec & Nushine.

Apotec & Nushine does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your information systems and its related network/ links.

## **External Links**

Any external links from or to websites outside this website are meant for convenience and reference only. Such linked websites are owned and operated by external parties and as such are not under our control. Apotec & Nushine shall not be responsible and makes no warranties in respect of the contents of those websites or their products and claims. Furthermore, the links provided in this website shall not be considered an endorsement or approval of such linked-website contents.

## **Copyright**

Unless otherwise indicated, the copyright in this website and its contents, including but not limited to the text, images, graphics and their arrangement, are the property of Apotec & Nushine, and are protected by copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, displayed, reproduced, published, transferred, sold or commercially dealt with in any manner without the prior express written consent of Apotec & Nushine.

You may not, without the prior express written consent of Apotec & Nushine, insert a link to this website on any other website, frame or “mirror” any material contained on this website on any other server. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of the Apotec & Nushine Group website may be in breach of statutory or common law rights which could be the subject of legal action.

Apotec & Nushine disclaims any liability which may arise from any reproduction or use of the contents of this website.

## **Trademarks**

All trademarks, service marks and logos displayed in this website are the property of Apotec & Nushine and/or their respective third party proprietors as identified in the website.

Unless the prior written consent of Apotec & Nushine or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce, copy or modify such trademarks, service marks or logos. Similarly, unless the prior written consent of Apotec & Nushine or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to the Apotec & Nushine website or any other site.

## **Miscellaneous**

If any of these terms and conditions is determined to be invalid or unenforceable pursuant to any applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that closely matches the intent of the original provision and the remainder of the other provisions of the terms and conditions shall remain.

Any rights not expressly granted herein are reserved. Apotec & Nushine reserves the right to amend, change, and remove any of these terms and conditions at any time without giving any prior notice.

## **Law and Jurisdiction**

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by Apotec & Nushine, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this website.

Apotec & Nushine makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.

## **Cookies**

Apotec & Nushine uses cookies solely for the purposes of improving the quality of access to the Site. Customer may refuse to accept cookies by altering the settings on the internet browser. Please note that if the Customer chooses not to permit cookies, some features of the Site may not function properly or be accessible.

## **Changes to These Terms and Conditions**

Apotec & Nushine may revise any or all of these rules at any time. The revisions or additions made will become effective once they are displayed in the Site. Customer agrees to comply with all revised and additional regulations.