

## Terms of Use

By accessing this website ("P&O website") and using its content, you acknowledge and you agree that you have read and understood the following terms of use and you agree to be bound by them.

### 1. Amendments, Variation & Termination

P&O reserves the right to alter, restrict and / or terminate the services on this website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by the user if the user continues using the website.

The obligation therefore will be on the user of this website to review these terms and conditions at regular intervals. Please address any comments or inaccuracies contained in the website to P&O Public Complaint Department at [poi2u@pacific-orient.com](mailto:poi2u@pacific-orient.com)

### 2. Use of Content

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Quotations which may be displayed on the website are intended for the convenience of customers, may be approximations, and are intended only as guidelines. Should you wish to rely on any quotation, you are advised to check the quotation before using them as P&O will not be liable for any inaccuracy in the quotation. Kindly note that the quotation is only valid 14 days from the date the premium is quoted.

Subscribing to any service or buying any product through the website is subject to P&O's contractual terms and conditions, and applicable legislation.

### 3. Third Party Link & Content

This website may contain links to third party website and contents from third party and users of P&O website. This third party link and content from third party shall be for all intent and purpose be subjected to the Personal Data Protection Act 2010 (herein after referred to as PDPA 2010). P&O makes no representation whatsoever and expressly disclaim responsibilities to any opinions, advice, statements, product and services, offers or other information or content expressed or made available by third parties and users of P&O website as that are not of P&O. Neither does P&O guarantee the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Under no circumstances will P&O be liable for any loss or damage caused by your reliance on information obtained through this website.

### 4. No Warranty

While P&O will take care to provide accurate information on the P&O website, the information displayed on the P&O website is provided on an 'As Is' basis without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, P&O does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

### 5. Copyright & Restriction

All content on the P&O website is protected by copyright with all rights reserved. Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the P&O website are for your personal and non-commercial use only. You may not –

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have P&O's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage P&O's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any P&O server (computer), or network connected to any P&O server, or interfere with any other party's use of the P&O website;
- Interfere with any content displayed on the P&O website or attempt or gain unauthorised access (without P&O's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a P&O server or any other part of the P&O information system.
- Create a link from another website to the P&O website, or any of the web pages which constitute the P&O website, without P&O's prior written consent;
- Frame the website or any of its pages without P&O's prior written consent.

## 6. Electronic Transactions, Communications & Records

When you communicate with P&O by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by P&O. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by P&O satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to P&O acting on the information communicated to P&O electronically. You are responsible to ensure that P&O has received the information communicated electronically.

You acknowledge and consent that P&O, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by P&O will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of P&O.

## 7. Cookie

A "cookie" is a computer file, which is transferred automatically from our website to a visitor's computer during an online session, and which enables P&O, its sponsors and advertisers to customise webpage content and to gather general information on the use and frequency of the visitor traffic.

## 8. User ID & Password

If you subscribe to a service or product provided on the P&O website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying P&O immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by P&O or a third party due to someone other than you using your user id and/or password.

- You are at least 18 years of age and agrees to be bound by this Agreement and agrees to be responsible for your use of the Service.
- You understand and agree that, if asked by P & O, you will be required to provide supplementary information about yourself and thereby authorise P & O to conduct background inquiries if required.

## 9. Mobile Access

You may access the P&O website using a mobile device (including a mobile telephone). You are at least 18 years of age and agrees to be bound by this Agreement and agrees to be responsible for your use of the Service.

You also understand and agree that, if asked by P & O, you will be required to provide supplementary information about yourself and thereby authorize P & O to conduct background inquiries if required.

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the P&O website.

P&O is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the P&O website.

While the use of the P&O website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the P&O website.

P&O is also not responsible for the communication of any person or confidential information between you and the P&O website or any electronic communications mechanisms facilitated by the P&O website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the P&O website.

The functionality and use of your mobile device is outside of the control of P&O and P&O will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

## 10. Secure Payment System

If any payments are to be made by you to P&O you will be required to use a payment system authorised (consented to in writing) by P&O. P&O shall only use a payment system that is sufficiently secure considering nature of the payment to be made and the risk inherent in making the payment electronically. P&O accepts liability for any damages that may be suffered to you due to a failure in a payment system authorised by P&O.

## 11. Privacy Policy

Your privacy is important to P&O. Personal information transmitted to P&O will be treated in accordance with P&O's Privacy Policy. User specific data will only be collected, processed and used in accordance with the PDPA 2010 or any other applicable law with respect to personal integrity.

## 12. No Liability

P&O will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the P&O website by you.

Except as provided in 8, P&O will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

### 13. Warranties Provided by You

For all purposes, and in particular for purposes of 6 above, you warrant (confirm) –

- Your identity (that is, you are who you say you are), and that you can prove your identity should P&O require you to do so;
- That all information you provide at any time to P&O using the P&O website, in writing, or to P&O Call Centre staff, will in all respects be current, complete, and accurate;
- That you will provide to P&O all material and relevant facts required by P&O as may be appropriate to any dealings you have with P&O. If you do not provide the information, or provide information that is incorrect, P&O may, at its choice, cancel the agreement or transaction arising from your dealings with P&O.

### 14. Breach

P&O reserves the right to -

- Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) P&O is unable to verify or authenticate any information you provide to it;
- or (c) P&O believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place P&O in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

### 15. Indemnity

You agree to indemnify and hold harmless P&O and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

### 16. Jurisdiction, Severability

Any action arising out of these terms or P&O website shall be litigated in, and only in, courts located in Malaysia, and you agree to submit to the exclusive jurisdiction of those courts and further agree that they are a convenient forum for you.

In the event that any of these terms is held unenforceable, the validity or enforceability of the remaining terms will not be affected.