

ANEKA CLUBS
Terms & Conditions

1. AGREEMENT

- 1.1. Aneka Clubs (“Aneka Clubs”) and this website (www.anekaclubs.com.my)(“Website”) are owned and operated by Aneka Seni Budaya (Bus Reg. No. 001557426-H)(“Aneka”). By using the services offered on this Website (“Services”), you are deemed to have agreed to the terms and conditions set out herein (“Agreement”).
- 1.2. Aneka Clubs may in its absolute discretion amend the terms and conditions of this Agreement from time to time. You will be notified of such amendments via an announcement on the Website. By continuing to use the Services you are deemed to have agreed to the amended terms and conditions.

2. SERVICES

- 2.1. Aneka Clubs is a private reseller of existing golf and sports club memberships in Malaysia. These are memberships already owned by existing members of such clubs who intend to sell them off in the aftermarket.

3. DISCLAIMER

- 3.1. Aneka Clubs does not deal in the issuance and sale of new club memberships.
- 3.2. Aneka Clubs is not an agent or representative of and is not affiliated in any way to the clubs whose memberships are the subject of such sale.
- 3.3. As such, Aneka Clubs does not make any representation or warranty for and on behalf of such clubs on any matter and cannot undertake any obligation, duty or responsibility for and on behalf of such clubs.
- 3.4. All content on the Website used to describe any club, including but not limited to its facilities, amenities and services, and the privileges and benefits accorded by membership, whether by way of words, photographs, audio-visuals, etc., are made in good faith based on information made available to Aneka Clubs at the time of posting. Such descriptions do not amount to a representation, warranty or other form of actionable promise on behalf of the particular club or Aneka Clubs of the existence, current state and condition of such facilities, amenities, services, privileges or benefits. You are advised to make your own verification of such matters before entering into any such purchase.

4. FORMATION OF CONTRACT

- 4.1. The content appearing on our Website DOES NOT amount to an offer by Aneka Clubs for the sale or lease of any club membership but amounts only to a non-binding invitation to interested parties to make enquiries prior to the conclusion of a sale or lease.
- 4.2. A binding contract shall only come into existence upon the sale or lease application being accepted in writing by the club.
- 4.3. Aneka Clubs reserves the right to cancel any transaction if the transfer of ownership or lease cannot be completed or for any other reason whatsoever.

5. RESPONSIBILITIES OF THE USER

- 5.1. You are personally responsible for your use of our Website and/or Services. You shall at all times comply with the terms and conditions of this Agreement and the law for the time being in force in Malaysia including, but not limited to, the Malaysian Communications and Multimedia Act 1998 and the Malaysian Communications and Multimedia Content Code ("Content Code").
- 5.2. Your use of our Website and/or the Services is at your own risk.

6. INTELLECTUAL PROPERTY

- 6.1. All content, organization, layouts, texts, documents, databases, graphics, designs, compilations, photographs, pictures, drawings, videos, sound recordings and other materials appearing on our Website ("Content") are works protected under the Malaysian Copyright Act 1987.
- 6.2. You are strictly prohibited from modifying, copying, distributing, transmitting, displaying, performing, reproducing, publishing, licensing, transferring, downloading, posting, creating derivative works from, framing and using on any other website, the content of our Website.
- 6.3. You are strictly prohibited from transferring and/or selling any information, software, user list, database or other lists, compilations, products or services provided through the Website including but not limited to, the texts, graphics, logos, photographs and audio-visual files.
- 6.4. No part of the Website's content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, for republication, distribution, assignment, sublicense, sale, and preparation of derivative works or other use other than for your personal use only. You further agree that you will not infringe the Company's copyright by any method or manner now known or as may exist in the future.

7. PERSONAL DATA

- 7.1. You hereby agree that Aneka Clubs may –
 - (a) collect, obtain, store and process your personal data (as defined in the Personal Data Protection Act 2010), including but not limited to –
 - (i) personal information to establish your identity and background such as your full name, passport or identity card number, nationality and religion;
 - (ii) payment information such as your bank account details, cheques, and debit and credit card information, including the name of the account holder and cardholder, the account and card number, billing address, expiry date and other details.
 - (b) Disclose your personal data to the relevant clubs and to governmental authorities and third parties where required by law.

8. TERMINATION AND SUSPENSION

- 8.1. Aneka Clubs reserves its right to suspend or terminate its service for any reason whatsoever.

9. NO WARRANTY

- 9.1. The Website and the Services are provided "as is" and as and when available, without any warranty of any kind whether express or implied including but not limited to warranties of merchantability, fitness for purpose, title or non-infringement. To the extent permissible by law all warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance are EXCLUDED.
- 9.2. Aneka Clubs does not guarantee continuous, uninterrupted or secure access to the Website and the Services and shall not be liable for any loss, liability or damage which you may incur as a result.

10. LINKS TO THIRD PARTY WEBSITES

- 10.1. The Website may contain links and/or references to other websites ('Third Party Websites'). Aneka Clubs shall not be responsible for the contents, accuracy and/or opinions expressed in Third Party Websites. Third Party Websites are not investigated, monitored or checked for accuracy or completeness by Aneka Clubs. Inclusion of and/or reference to any links or internet addresses on the Website does not imply approval or endorsement of those sites by Aneka Clubs. In the event you access such Third Party Websites via links from the Website, you do so at your own risk.

11. EXCLUSION OF LIABILITY

- 11.1. To the full extent allowed by law, neither Aneka Clubs nor its directors, officers, employees, servants, suppliers, agents or assigns, shall be liable under any circumstances for:
- (a) any punitive, incidental, indirect or consequential damages and/or losses related to this agreement including economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
 - (b) any loss of goodwill or reputation;
 - (c) any special, indirect or consequential damage arising out of or in connection with this Agreement, including but not limited to actions for breach of contract, actions under the tort of negligence, defamation, copyright infringement, trade mark infringement, passing-off, infringement of registered industrial designs, patent infringement, breach of confidence; or
 - (d) in any other way whatsoever.
- 11.2. For avoidance of doubt, Aneka Clubs is not and shall not be liable for the acts or omissions of other providers of telecommunications services or for faults in or failure of their networks and equipment.

12. INDEMNITY

- 12.1. You hereby agree and undertake to indemnify and hold Aneka Clubs and/or its officers, employees, agents and assigns harmless from all actions, claims, demands, proceedings, costs, liabilities and expenses (including reasonable legal fees and disbursements) sustained, incurred or paid by Aneka Clubs due to or arising out of your breach of this Agreement and/or violation of any law or the rights of any third party.

13. GOVERNING LAWS

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and shall be subject to the non-exclusive jurisdiction of Malaysian courts.

14. NOTICES

- 14.1. Notices to Aneka Clubs may be sent by email to info@anekaclubs.com.my.
- 14.2. Notices to you may be sent to the email addresses which you have provided in writing to Aneka Clubs.
- 14.3. Notices sent by email are deemed to have been sent within 24 hours of the time of sending of the email, unless notification is received that the email address is invalid or that for some other reason the email is returned undelivered.

15. GENERAL PROVISIONS

- 15.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- 15.2. Failure of Aneka Clubs to act with respect to any breach shall not constitute a waiver of its right to act with respect to subsequent or similar breaches.
- 15.3. Headings and captions of this Agreement are included for ease of reference only and in no way define, limit, construe or describe the scope or extent of any provisions in this Agreement.
- 15.4. Words importing one gender shall include any other gender unless stated otherwise.
- 15.5. Words in the singular number shall include the plural and words in the plural number include the singular unless otherwise stated.
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