

Terms and Conditions.

Last Updated: 05/02/2025

1. Introduction

Welcome to the Bandar Baru Setia Awan Perdana website ("Site"). These Terms and Conditions ("Terms") govern your use of our landing page and associated services ("Services"). By accessing, visiting, or using our Site, you agree to comply with and be bound by these Terms, including any implied terms therein.

2. Use of Site

2.1. You agree and undertake to use the Site strictly in accordance with these Terms.

2.2. You agree to use the Site for lawful purposes only and in a manner that does not violate any applicable laws, rules and/or regulations nor infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Site.

2.3. You agree not to:

- (i) Use the Site in any way that could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site.
- (ii) Gain, or cause or attempt to gain, directly or indirectly, unauthorized access to the Site or any part thereof, other accounts, computer systems, or networks connected to the Site, through hacking, password mining, or any other means.
- (iii) Use any automated means, including robots, spiders, or similar technologies, to access the Site or its content for any purpose without our express written permission.
- (iv) Use the Site to engage in any conduct that is unlawful, immoral, or prohibited under any applicable laws, rules and/or regulations and/or by these Terms.
- (v) use, conduct, or engage with the Site in any manner not permitted by our company or that does not align strictly with the best interests of our company.

3. Intellectual Property

3.1. All content on our Site, including but not limited to text, images, graphics, logos, and software, is the property of Lagenda Properties Berhad and/or its licensors and is protected by copyright, trademark, and other intellectual property laws.

3.2. You are granted a limited and non-transferable permission to use and access the content on the Site for your personal, non-commercial use.

3.3. You shall not:

- (i) Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Site without our prior written permission.
- (ii) Use any content from the Site for commercial or any other purposes without obtaining a license from us.

4. User Contributions

4.1. By submitting any content or information to our Site, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, and distribute such content in any medium and for any purpose.

4.2. You represent and warrant that:

- (i) You have the right to grant us this license,
- (ii) Your content does not violate any third-party rights, including intellectual property rights and privacy rights.
- (iii) Your content is not unlawful, defamatory, obscene, or otherwise objectionable.

5. Privacy Policy

5.1. Our Privacy Policy governs the collection, use, and disclosure of personal information on our Site. By using our Site, you consent to and agree to be bound by our Privacy Policy

5.2. We reserve the right to modify our Privacy Policy at any time without notice, and any changes will be effective immediately.

6. Disclaimers

6.1. The Site and its contents are provided "as is" and "as available" without any warranties of any kind, either express or implied, including but not limited to warranties of accuracy, suitability, merchantability, fitness for a particular purpose, and non-infringement.

6.2. We do not warrant the followings (non-exhaustive list):

- (i) The Site will meet your requirements or expectations.
- (ii) The Site will be uninterrupted, timely, secure, or error-free.
- (iii) The results that may be obtained from the use of the Site will be accurate or reliable.
- (iv) Any other assurance, expectation, representation and/or any kind thereof.

7. Limitation of Liability

- 7.1. To the fullest extent permitted by law, Lagenda Properties Berhad may only be liable for specific and ascertained liquidated monetary damages and shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Site, including but not limited to loss of profits, future income, reputation and goodwill, data, or other intangibles.

8. Indemnification

- 8.1. You agree to fully indemnify and hold harmless Lagenda Properties Berhad, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs or expenses, including legal fees, arising out of or in connection with:
- (i) Your use of the Site;
 - (ii) Your violation of these Terms;
 - (iii) Your violation of any rights of another person or entity;
 - (iv) Your violation of any applicable laws, rules and/or regulations in connection with your use of the Site.
- 8.2. You further agree to undertake and fully indemnify Lagenda Properties Berhad for all claims, costs, penalties, and expenses incurred due to repairs, rectifications, redress, or any adverse consequences resulting from your actions, breaches, or failures to adhere strictly to these Terms while utilizing our Site.

9. Changes to Terms

- 9.1. We reserve the absolute right to update or modify these Terms at any time without prior notice or consent. Any changes will be effective immediately.
- 9.2. Your continued use of the Site after any changes constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically to ensure you are aware of any changes.

10. Governing Law and Jurisdiction

- 10.1. These Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law principles and equity.
- 10.2. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Malaysia.

11. Severability

- 11.1. If any provision of these Terms is found to be invalid or unenforceable, such provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.

12. Waiver

12.1. Our failure to enforce or non-enforcement or non-performance of any right or provision of these Terms shall not be deemed a waiver of such right or provision. We affirm and reserve in full all our rights, benefits and interests whether under these Terms, under the law or at equity.

13. Contact Us

13.1. If you have any questions about these Terms or our Site, please contact us at:
+607 291 3211.

By using our Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.