

TERMS AND CONDITIONS

This website, Cartforest.com is owned and operated by Ideaone System Solutions Sdn Bhd.

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and fair use policy govern Ideaone System Solutions Sdn Bhd's relationship with you in relation to this website.

The term 'Cartforest', 'Carforest.com' or 'Ideaone System Solutions Sdn Bhd' or 'us' or 'we' refers to the owner of the website whose registered office is 109-3, Jalan Dwitasik 1, Bandar Sri Permaisuri, 56000 Cheras, Kuala Lumpur, Malaysia. Our company registration number is 1109588-W and we are registered with Suruhanjaya Syarikat Malaysia (SSM) in Malaysia. The term 'you' refers to the user or viewer of our website.

We aim to respond to all emails and telephone calls either immediately or within 8 to 18 business hour. In reality almost everything is responded to within minutes or hours but when we are very busy it may take a little longer.

Uploading Contents

Any content, data or information stored on or uploaded to this service whether by you or a third party using your password is your responsibility. You must comply at all times with all relevant laws and regulations relating to such activities or information. This includes but is not necessarily limited to: copyright; defamation; trademarks; data protection or any regulation of offensive, obscene or illegal content. We reserve the right to access any content, data or information stored on this service or email messages sent via this service and remove all or any part of such information or message if we deem it to be actually or potentially inappropriate or illegal. However, Cartforest.com is under no obligation to monitor any such information, content or messages and it is your responsibility to comply with any applicable law, regulation and these terms. You will indemnify us against any loss we may incur as a result of your breach or any alleged breach of any such law or regulation by any third party.

Registration and Membership

Cartforest reserves the right to terminate immediately and remove completely from the system any member who we believe to be:

- using any service illegally
- attempting to abuse or misuse any service in any manner
- attempting to gain unlawful or inappropriate entry into any section of any service or disrupt the normal functioning of any service in any manner

- attempting to abuse any service in any way outlined in this document through the unsanctioned use of the username and password of another individual
- attempting to, what is commonly known as, 'hack' any part of any service in any manner

You will indemnify us against any loss we may incur arising out of such misuse as outlined above and we have no prior need to give you any warning or any reason if we believe you are at fault.

Registration applies to the individual or business that makes payment for the service and is non-transferable. If we feel it is appropriate to do so, we reserve the right to:

- remove or suspend the registration
- remove or suspend the login
- alter or remove any details stored by our systems against your account
- track the actions of any registered member within the service

Your password may only be used by you and it is your responsibility to keep it confidential. You will be held responsible for all use of any service using your password. You may change your password at any time through the settings page within your account. You will indemnify us against any loss we may incur arising out of the unauthorised use of your password.

Charges

We charge a monthly or annual charge for access to our service. This charge starts on the day that you sign up to our service and is paid in advance. If you no longer wish to use our service you can cancel at any time, however any money paid for time not used will not be returned unless we are at fault. We will do everything that we can to get your site completed as quickly as possible. Should you wish to stop using our service we request 1 calendar months' notice.

Refund

Should you sign up to our service but then decide not to proceed at any stage before the website is live then we reserve the right to only partially refund your payment. We will of course endeavor to refund any money where possible but equally we must ensure that we have covered the cost of work done on your project. You do not have an automatic right to cancel your website after you sign up to our service. This is because our service begins as soon as you have made your payment. However we will always do our best to refund any money that has not been used to cover our service at our discretion.

Domain Name

Cartforest will activate the registration process after payment has been made. No refunds will be provided for domain name registration regardless the domain name application is success or fail. If the requested domain name is not available, customer may select an alternate domain name within 7 working day. The domain name registration period runs with effect from the date the customer has registered with Cartforest. Subsequent renewals can be made upon expiry of the domain name registration period. There is no guarantee that the domain name requested will be formally registered until the registrant receives confirmation of registration from Cartforest. Cartforest will do its utmost to ensure that the registrant's details are correctly entered and submitted during the registration process. As our system is automated, the Customer is advised to check that his details are correct before submitting the domain for registration. Cartforest does not accept any responsibility for the use of registered domain names especially in scenarios where there may be conflicts over rights to ownership. The registrant indemnifies Cartforest from any legal proceedings and costs which may arise as a result of the registration of a domain name. Upon completion of registration, the Customer agrees to bear an administrative fee of 50USD (minimum) incurred for change of domain name registrant information. Domain name is not allowed to be transferred from a registrar within 60 days of the date of registration or renewal.

Hosting

Cartforest reserves the right to suspend or cancel a Customer's access to any or all services provided by Cartforest if Cartforest decides that the account has been inappropriately used or otherwise. Customer shall not, in any way, use the services procured for any illegal, immoral or unethical acts. The hosting of, reference to or linking to any of the following material is not allowed:

- **Illegal Material:** Includes Copyrighted Works, Commercial Audio, Video or Music files.
- **Adults Material:** Includes Pornography, Obscenity, Erotic images, and Sex-related merchandise.
- **Warezz:** Includes Pirated Software, Hacking, Cracking, Hacker's or Cracker's aids/tools
- **Spamming:** The sending of mass, unsolicited emails using our server is strictly prohibited.
- The commercial distribution of MP3s, Music Files, Videos, Software or any other type of files which require the usage of an inordinately high amount of bandwidth is strictly prohibited.
- Malicious acts against an individual / group.
- Threatening acts against an individual / group.
- The promotion of Online Gambling
- The infringement of any applicable laws / regulations.

For multiple domain hosting plan subscribers, this account only allows one user to host his multiple website. This is not a re-seller account and therefore user cannot resell to others. Account will be terminated shall user violates the terms of use and no refund is applicable.

Maintenance and Downtime

Cartforest will undertake utmost effort to provide services 24 hours a day, seven days a week, in line with standard industry practices and service levels. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, due to periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond Cartforest's control or which are not reasonably foreseeable by Cartforest, including but not limited to the interruption or failure of telecommunications systems or digital transmission links, hostile network attacks, network congestion or other failures. Cartforest will notify Customer in advance via email or update the announcement section of our website and will undertake every reasonable effort to minimize any other disruptions and/or inaccessibility arising from the not operate of its web servers. Cartforest will not assume responsibility for downtime arising directly from a user's actions.

Website Design / Ecommerce Design / Digital Product / Product

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Cartforest cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Cartforest remain the copyright of Cartforest and may only be commercially reproduced or resold with the permission of Cartforest. Cartforest cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to briefs provided will be carried out at the discretion of Cartforest and where no charge is made by Cartforest for such additions, Cartforest accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. Cartforest will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. e.g. Any disputes re content/images that have been provided to us for inclusion on the site. A deposit of 50% or 100% is required with any project before any design work will be carried out. The deposit is non-refundable. Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Nonpayment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.

Termination

Cartforest may suspend or terminate access to the Services without notice to the Customer if the Customer account becomes overdue. Cartforest will not be responsible for any loss or damage to the Customer or any other party as a result of such suspension or termination. Cartforest may request the Customer to rectify any breach of this agreement. If the Customer fails to rectify any such breach within 30 days from the issuing of such a request by Cartforest, Cartforest is entitled to treat the Customer as having committed a material breach and repudiated their obligations under this agreement and to terminate the agreement without further notice. Upon such a termination of this Agreement, all monies owing by the Customer to Cartforest will immediately become due and payable. In the event of a suspension and/or a termination of the Services by Cartforest, the Customer agrees that Cartforest shall be entitled to:

- Block the Customer website; and remove all data and or information located on it.
- Cartforest shall retain the sole discretion as to whether any data and/or information removed is: immediately deleted from existence in its entirety; or held for such period to enable the Customer, as its expense and subject to payment of all monies owing to Cartforest, to collect the data and or information.
- In the event of a termination or suspension, Cartforest may post such notice in respect of the non-availability of the Customer website as it deems fit.

Limitation of Liability

The Customer will not, under any circumstances, seek to hold Cartforest responsible or liable for any loss or damage whatsoever either under this agreement or in relation to the provision of the Services, including but not limited to:

- loss of profits arising out of, or in connection with, this agreement;
- use, misuse, suspension and or loss of any Customer domain registrations;
- interruption to the business and operations of the Customer;
- access delays or interruptions to any website accessed by registered domain name of the Customer;
- non-delivery, miss-delivery, corruption, destruction, or modification of data and or information;
- events beyond the control of Or; and or
- processing of an application for domain name registration;

Cartforest shall not, under any circumstances, be liable or responsible for any acts, omissions or errors, whether negligent or otherwise by a Registry administrator or any other third party arising

out of or related to, any domain name application, including the receipt of, or failure to receive, a domain name registration by the Customer or any third party.

- In the event, Cartforest is held liable for any loss or damage whatsoever and howsoever arising under this agreement, the parties agree that, as a precise pre-estimate of damage cannot be properly ascertained, for the purpose of determining liquidated damages, the maximum aggregate liability of Cartforest to the Customer shall not exceed the total amount paid by the Customer to Cartforest for:
 - domain name registration; and
 - hosting services applying to any relevant domain name registered to the Customer

Payment Terms

Cartforest only accepts Cash, Cheque, Fund Transfer, VISA & MASTERCARD payments. For wire transfers, Overseas Customers are expected to bear all bank and administrative charges incurred. Overseas customers are advised to consult their agent / banker before proceeding with wire transfer. Customers must undertake to pay upfront and in full service fees and any other fees before payment is due. Penalty charges may be imposed for payments made after the due date, at the sole discretion of Cartforest.

Services provided by Cartforest to the Customer may be suspended if the requisite fees are not paid in full by the due date. A re-activation fee of USD50 is required for the reinstatement of accounts which have been suspended. If the account has been terminated, all information contained and related to the account will be deleted and purged. Customers will thus be unable to retrieve the above mentioned information. Cartforest shall not be held responsible in any way for any loss or damage incurred due to the disruption of service arising from overdue payments. Cartforest reserves the right to charge you reasonable "administrative fees" or processing fees" for (i) tasks perform outside the normal scope of its Services (ii) additional time and/or costs incur in providing its Services.

Modification of Terms & Conditions

Cartforest reserves the rights, at our discretion, to update or revise the terms at any time without prior notice, and such changes shall take effect immediately. Changes in the service fees will take effect at the end of the Customer's prepaid term and the continued use of Cartforest's services past the effective date of such changes shall constitute acceptance by the Customer of the changes to the Agreement. Customers are strongly advised to check Cartforest's website periodically for changes to the terms.

Disclaimer

Cartforest will not assume liability or responsibility for any damages or losses which the Customer's business may suffer. Cartforest disclaims any warranty of fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Cartforest and its employees. Cartforest reserves the right to revise and review its policies at any time. Cartforest does not guarantee the accuracy or completeness of information, text, links, graphics or other items contained within this site and in the Customer's site. Modifications to any part of the Cartforest website can be made at any time without prior notice. The Customer shall periodically review the Cartforest website for any changes.