

TERMS AND CONDITIONS

Below are terms and conditions that govern the use of the Majlis Bandaraya Kuching Selatan (MBKS) Website, and state your rights and obligations when accessing and/or using the information and services on the site.

If you are accessing this portal, you acknowledge and agree that these terms and conditions are binding on you and constitute an agreement between you, the customer, and us, MBKS, for such access and/or use.

These current terms and conditions supersede any previous terms and conditions you may have received or accessed to date via the portal. Your continued use and/or access of the services will be deemed to be your acceptance of these current terms and conditions.

Limitation of Liability

You expressly understand and agree that MBKS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill or other intangible losses resulting from:

1. the use or inability to use the portal;
2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the portal;
3. unauthorised access to or alteration of your transmission or data;
4. statements or conduct of any third party on the portal; or
5. any other matter relating to the portal.

Links

MBKS may provide links to other websites. Such linked websites are owned and operated by third parties and as such, MBKS has no control over such sites and resources. You acknowledge and agree that MBKS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any contents, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that MBKS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Termination

MBKS may terminate your access to any part or all of the service and any related service(s) at any time, with or without cause, with or without notice, effective immediately. MBKS may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the service for an extended period of time. You agree that MBKS shall not be liable to you or any third party for any termination of your access to the Service.

Modifications to Terms of Service

MBKS reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice thereof. However, in cases of urgency or in order to protect the security of the portal or in other circumstances beyond our control, when MBKS finds it necessary to vary, modify, delete or add to these Terms and Conditions, it may do so without prior notice to you. It is accepted that in order to keep yourself up-to-date with any variation, modification, deletion or addition to these Terms and Conditions, you agree to access and peruse these Terms and Conditions periodically and on a regular basis. You further agree and accept that your continued access and use of these Terms and Condition (as varied or modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these Terms and Conditions.

Modification to the Service

MBKS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that MBKS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

General

The headings used in these Terms and Conditions are for reference and convenience only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

If any provision of these Terms and Conditions is held to be illegal or invalid under present or future laws or regulations effective and applicable, such provision shall be fully severable and these Terms and Conditions shall be construed as if such illegal or invalid provision had never comprised part of these Terms and Conditions and the remaining provisions of these Terms and

Conditions shall remain in full effect and force and shall not be affected by the illegal or invalid provision or its severance from these Terms and Conditions.