

Terms & Conditions

This website is an advertising platform (“Website”) provided by Sarawak Timber Association (“STA”) as a service to member of STA (“User”) for posting of their photos, listings and/or classified advertisements (“Services”). The User is advised to read the following terms and conditions carefully as they affect the User's rights and liabilities under 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.

By using this Website, the User is deemed to have agreed to be bound by the terms & conditions contained herein (“Terms of Use”). STA reserves the right to amend or update these Terms of Use at any time and amendments will be immediately effective upon posting on the Website. If the User continues to use the Webs after such amendments, the User shall be deemed to be bound by the amended Terms of Use. In the event the User does not agree to the Terms of Use, the User shall not continue to use the Website

Ownership

The Website and its content, including but not limited to all materials such as STA logo, images and text (“Content”), are owned by STA. The User agrees not to use the Content for whatsoever purpose, unless otherwise permitted by STA in writing. Any unauthorized use of the Content may violate copyright laws and trademark laws. The User is not allowed to amend the Content in any way or reproduce, publicly display, distribute or otherwise use the Content for any public or commercial purpose. Use of the Content on any other website or networked computer environment for any purposes is strictly prohibited.

The User

This Website is for the exclusive use of the member duly registered with STA, who shall in term be a firm, partnership or company legally registered in Sarawak, Malaysia. STA. STA reserves the right to terminate the usage of this Website by any member if the member fails to abide by any of the Terms of Use. .

User Account

User is to ensure all data provided in creating an account is true and accurate and fully responsible for their account information and password. Password is required at all time for posting of any photos, listings and/or classified advertisements (collectively known as “Advertisements”) on the Website. A User will only be able to edit any Advertisements posted on the Website by keying in the designated password.

The Responsibilities of the User

The User is solely responsible for the accuracy of the Advertisements and related content. The User shall not list and/or advertise on the Website and/or advertise for sale on the Website any item which:-

- i. infringes the intellectual property rights of any third party including copyright, patent, trade mark, trade name, designs, trade secret, confidential information, know-how, goodwill, rights of privacy or publicity or other proprietary rights or rights of publicity or privacy of any third party;
- ii. otherwise causes legally-recognized harm including but not limited to a product that contains a defamatory statement; or
- iii. violates or is illegal under any applicable law, statute, ordinance or regulation.
- iv. is defamatory, false, inaccurate or misleading;
- v. involves the sale of counterfeit or stolen items, or any other fraudulent act;
- vi. contains pornographic or obscene materials.
- vii. contains any computer viruses and/or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- viii. creates liability for STA or causes STA to lose, in whole or in part, the services of its Internet Service Providers or other suppliers;

- ix. introduces, spreads or is intended to introduce and/or spread contents or propaganda of religious, cultural or racist nature; or
- x. any other prohibited content as provided under the Malaysian Communications and Multimedia Content Code.

Termination and Suspension

STA reserves its right to immediately suspend or terminate the Services to any User without prior warning and/or notice for violating any of the Terms of Use.

Title

The title should briefly describe what is being advertised, and should not contain prices, promotional words, contact details or unnecessary search words. Example of promotional words include "promotion", "best deal", "best offer", and "discount".

Description

The description should describe what is being advertised. It should not be copied from other advertisers (this is illegal under copyright laws). It should also not contain unnecessary search words, offensive remarks, or links to other auction/classifieds/marketplace sites. Unnecessary search words are words that do not directly refer to the item itself, but rather refer to closely related items. Description should not exceed 300 words.

Language

English and Bahasa Malaysia are allowed.

Links

Placement of links to another auction, classifieds, or marketplace site is not allowed.

Images

Image formats allowed on this site must be either .jpg, .png, .jpeg or .gif formats and the file size of each image must not exceed 2MB. An image is not suitable if it:

- i. was taken by another advertiser, and is being reused without their consent (this is illegal under copyright laws)
- ii. contains contact details (phone, email, links, Facebook, or any other personal info)
- iii. contains images of children
- iv. contains promotional words
- v. contains an advertiser's own watermark of contact details and price
- vi. contains a watermark of a company logo placed in the centre or any of the four corners
- vii. is a collage, i.e. includes multiple images edited into the same image
- viii. is a stock photo
- ix. is downloaded from STA website
- x. is reused from any other ad on STA website
- xi. is too small or unclear, or is irrelevant
- xii. perceived to be offensive or provocative in nature, for example, images of live models for lingerie products
- xiii. perceived as offensive to ethnic groups, individuals, or public figures

Prohibited products

Featuring items other than timber products are strictly prohibited. Goods or products related to auction or bidding are also prohibited. .

No Warranty

STA does not guarantee continuous, uninterrupted or secure access to the Services, and operation of the Website may be disrupted due to numerous factors outside STA's control and STA shall not be liable for any loss, liability or damage which the User may incur as a result.

The Website and the Services are provided "as is" and as and when available, without any warranty of

any kind whatsoever, whether express or implied including but not limited to warranties of merchantability, fitness for purpose, title or non infringement.

The User acknowledges and agrees that STA does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over any products advertised on the Website through the Services, and STA hereby expressly disclaims all liabilities and responsibilities relating to the Advertisements and its content in relation to any products whether available or advertised via the Website through the Services.

The User agrees that all statements, offers, information, opinions, materials, content, and third party products or services, from any User on this Website should be used, accepted and relied upon only with care and discretion and at the User's own risk, and STA shall not be responsible for any loss, damage or liability suffered by the User arising from such use or reliance.

Exclusion of Liabilities

To the full extent allowed by applicable law, in no event shall STA and its subsidiary companies, council members, directors, officers, employees, be liable under any circumstances for:

- i. any punitive, incidental, indirect or consequential damages and/or losses related to these Terms of Use including economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings)
- ii. any loss of goodwill or reputation
- iii. any special, indirect or consequential damage arising out of or in connection with these Terms of Use , 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
- iv. any liability at common law
- v. in any other way

For avoidance of doubt, STA is not liable 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.

Indemnity

The User at all times agrees and undertakes to indemnify, hold harmless and defend STA, its subsidiary companies, council members, directors, officers and employees from any actions, claim, demand, proceedings, costs, liabilities and expenses (including reasonable legal fees and disbursements) sustained, incurred or paid by STA directly or indirectly, due to or arising out of the User's breach of this Terms of Use.

Release

In the event that one User has a dispute, claim and/or action against one or more other Users, the User hereby agrees to release STA, its subsidiary companies, council members, directors, officers and employees to the full extent allowed by the applicable law from all claims, demands, expenses, costs and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including legal fees) arising out of or in any way connected with such disputes.

Arbitration

Any dispute arising in relation to this Website or the Services shall be referred to a single arbitrator if the parties agree upon one otherwise to two arbitrators one to be appointed by each party and in either case the award of such arbitrator shall be final and binding on the parties in default resort be had to the arbitration in force in Malaysia. All costs incurred in connection with the arbitration proceeding shall be borne by the parties hereto equally.

Governing Laws

These Terms of Use and the transactions performed hereby shall be governed by and construed in accordance with the laws of Malaysia applicable to Sarawak, and shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

General Provisions

Any person who is not a party to these Terms of Use does not have any right to enforce any of the terms & conditions contained herein.

If any provision of this Terms & Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

For more inquiries please contact us here itstimber@sta.org.my.

Effective September 2020

“By clicking on the “I AGREE” button, you are indicating that you have read and understand and agree to be bound by these Terms of Use”