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overburden, or impair the Website or interfere with any other party's use and enjoyment of it.

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12. Indemnity. You agree to indemnify, defend and hold Zain & Co., its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of your use of the Website and/or breach of this Agreement.

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14. Privacy Policy. By agreeing to these terms, you acknowledge that Zain & Co. may collect, use and disclose your information as described in our Privacy Policy.

15. Choice Of Law and Forum. This Agreement shall be governed by, and will be construed under, Malaysian law, notwithstanding that it is or may be accessible or viewed in any other jurisdiction,. and you irrevocably agree to the exclusive jurisdiction by the Malaysian Courts, to settle any dispute which may arise out of, under, or in connection with this Agreement. YOU AGREE THAT NO CLAIM ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE WEBSITE MAY BE

BROUGHT AS A CLASS ACTION.

16. Data Processing. If Zain & Co. acts as data processor for a client, we will only process such personal data on the client's instructions and ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data.

17. Miscellaneous.

a. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force.

b. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

c. Zain & Co.'s failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive Zain & Co.'s right to act with respect to subsequent or similar failures.

d. These Terms of Use set forth the entire understanding and agreement between you and Zain & Co. with respect to the subject matter hereof.

e. Any cause of action or claim you may have with respect to this Agreement or the Website must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

f. You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of Zain & Co., and any assignment or transfer in violation of this provision shall be null and void.

g. Zain & Co. reserves the right to seek all remedies available at law and in equity for violations of this Agreement and/or the rules and regulations set forth on the Website, including without limitation the right to block access from a particular internet address.

18. Contact. If you have any questions, concerns, or suggestions regarding this Terms of Use Agreement, please contact us using our Contact Form, or by post to Attention: Zain & Co. Terms of Use Questions at Zain & Co., 6th & 7th Floors, Akademi Etiqa, 23 Jalan Melaka, 50100 Kuala Lumpur, Malaysia.