

USAGE DISCLAIMER POLICY

GMYS Sdn Bhd [0968310-P / 201101040188]

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Effective Date: 5 June 2026

1. Application of this Policy

This Usage Disclaimer Policy applies to the website, web-store, products, product information, guides, recommendations, media, communications and related services provided by GMYS Sdn Bhd ("GMYS", "we", "us" or "our").

This Policy should be read together with our Privacy Policy / Personal Data Protection Notice, Shipping Policy, and Refund, Return & Exchange Policy, as may be published on our website or web-store from time to time.

2. General Information Only

The information, descriptions, images, videos, product guides, recommendations and other materials provided on our website or web-store are for general information and reference only.

While GMYS endeavours to provide accurate and updated information, we do not warrant that all product information, technical details, specifications, images, compatibility descriptions, usage suggestions or other content are complete, accurate, current, error-free or suitable for every customer's specific purpose.

Customers are responsible for checking the product details, suitability, specifications, installation requirements, safety requirements and compatibility before purchasing or using any product.

3. Product Categories and Business Scope

GMYS supplies swiftlet farming equipment, bird nest cleaning-related products, accessories, tools and other related products, including items such as swiftlet sound products, amplifiers, timers, solar-related equipment, tweeters, humidifiers, measuring meters, ventilation products, aroma or hormone products, harvesting tools, pest control products, tweezers, nest moulds, nest cleaning tools and bird nest packaging products.

Any product listing, description or recommendation is provided based on general product function and common usage. It is not intended to replace on-site assessment, professional installation, technical advice, regulatory advice or customer-specific inspection.

4. Variable Results and External Factors

Swiftlet farming and bird nest-related results may differ from one location to another due to many external and practical factors, including but not limited to location, environment, bird population, building structure, room condition, temperature, humidity, ventilation, smell, cleanliness, sound setting, equipment setup, pest control, surrounding food source, human disturbance, maintenance and other natural or external factors.

Accordingly, GMYS shall not be responsible for differences in outcome, performance, birdhouse response, nesting activity, bird population, bird nest production, business income or expected commercial result arising from such external factors, environmental conditions, customer setup, installation method, usage method or maintenance practices.

Customers should assess their own site conditions and, where necessary, obtain suitable technical or professional advice before purchasing, installing or relying on any product.

5. Product Usage and Installation

Certain products sold by GMYS, including but not limited to amplifiers, tweeters, timers, wiring accessories, humidifiers, ventilation equipment, solar equipment, measuring meters, pest control products, pulling equipment, harvesting tools and nest cleaning tools, may require proper installation, handling, maintenance and operation.

Customers must ensure that products are installed, used and maintained correctly, safely and in accordance with product instructions, technical requirements and applicable laws.

Where electrical, wiring, solar, structural, pest control, chemical, height-related or specialised installation is involved, customers should engage a qualified technician, electrician, installer, contractor or other competent person.

GMYS shall not be liable for loss, damage, injury, malfunction, fire, electrical fault, short circuit, water damage, pest issue, building damage, personal injury or other consequence caused by improper installation, misuse, negligence, unauthorised modification, unsuitable environment, lack of maintenance, or failure to follow instructions.

6. Swiftlet Sounds, Audio Files and Sound Equipment

Swiftlet sounds, internal sounds, external sounds, pulling sounds, duress sounds, amplifiers, tweeters and related sound equipment are intended to assist in swiftlet farming setup and management.

The effectiveness and suitability of sound products may depend on sound selection, volume setting, speaker positioning, timing, room condition, entrance design, external environment, neighbouring birdhouses and other practical factors.

Customers are responsible for ensuring that the use of sound equipment complies with applicable laws, local authority requirements, noise control rules and the rights of neighbouring properties.

7. Aroma, Hormone and Pest Control Products

Aroma, hormone, pest control, insecticide, repellent or similar products must be used strictly according to the product instructions and safety guidelines.

Customers are responsible for checking whether the product is suitable for their intended use and environment.

GMYS shall not be liable for any loss, damage, contamination, allergic reaction, pest issue, harm to swiftlets, building damage, environmental issue, improper application, overuse, misuse, or non-compliance with applicable laws or safety requirements.

Customers should take proper precautions when handling such products, including using protective equipment where necessary and keeping products away from children, pets, food, drinks and unauthorised persons.

8. Bird Nest Cleaning Tools and Accessories

Bird nest cleaning tools, tweezers, moulds, packaging and related accessories are supplied as tools and accessories only.

GMYS does not warrant that the use of any particular cleaning tool, mould, packaging or method will result in any specific bird nest quality, cleanliness, grading, market value, saleability or regulatory acceptance.

Customers are responsible for ensuring that their bird nest cleaning, processing, packaging, storage and sale comply with applicable food safety laws, hygiene standards, licensing requirements, export requirements and other relevant regulations.

9. Product Images and Descriptions

Product images on our website or web-store are for illustration purposes only.

Actual product colour, packaging, label, size, shape, design, accessories, branding or appearance may vary due to photography, screen display, supplier updates, manufacturing changes or packaging changes.

Where there is any uncertainty, customers should contact GMYS for clarification before placing an order.

10. Compatibility and Suitability

Customers are responsible for ensuring that the product purchased is compatible with their existing setup, including existing amplifiers, tweeters, timers, wiring system, solar system, humidifier system, birdhouse layout,

building structure, power supply, voltage, accessories and other equipment.

GMYS may provide general guidance based on information given by the customer, but such guidance is not a substitute for on-site inspection or professional assessment.

GMYS shall not be liable where a product is unsuitable due to incomplete, inaccurate or misleading information provided by the customer, or due to conditions which are not known to GMYS.

11. Website Information and Educational Content

Any article, guide, video, product explanation, swiftlet knowledge content, installation suggestion or other educational material published by GMYS is provided for general reference only.

Such content should not be treated as professional, technical, engineering, electrical, agricultural, veterinary, environmental, legal, regulatory or food safety advice.

Customers should seek independent professional advice where necessary, especially for building design, electrical works, solar installation, pest control, food safety, licensing, export matters, or compliance with local authority requirements.

12. Customer Responsibility

By purchasing or using our products, the customer agrees and acknowledges that:

- (a) the customer has reviewed the product information before purchase;
- (b) the customer is responsible for choosing the correct product;
- (c) the customer is responsible for proper installation, handling, operation and maintenance;
- (d) the customer is responsible for complying with all applicable laws, regulations and authority requirements;
- (e) the customer shall use the products safely and responsibly; and
- (f) the customer shall not hold GMYS liable for losses arising from misuse, improper installation, wrong selection, unauthorised modification, lack of maintenance, external factors or unsuitable expectations.

13. Third-Party Services

Our web-store may rely on third-party service providers, including payment gateways, courier companies, bulk shipment providers, hosting providers, analytics providers, WhatsApp Business, Google Analytics and other external platforms.

GMYS is not responsible for any interruption, delay, error, technical issue, payment failure, courier delay, tracking issue, system downtime, platform change or other matter caused by third-party service providers.

Use of third-party services may also be subject to the terms and policies of the relevant third-party providers.

14. Limitation of Liability

To the fullest extent permitted by law, GMYS shall not be liable for any indirect, incidental, consequential, special, punitive or economic loss, including but not limited to loss of profit, loss of income, loss of business opportunity, loss of expected yield, loss of bird nest production, business interruption, reputational loss, or damage arising from the use or inability to use any product, website content, recommendation or service.

Nothing in this Policy shall exclude liability which cannot be excluded under applicable Malaysian law.

15. No Waiver of Consumer Rights

This Usage Disclaimer Policy does not limit any rights which cannot be excluded under applicable Malaysian law.

Where a product is defective, the customer's rights shall be subject to GMYS' applicable Refund, Return & Exchange Policy, including the requirement to report defects within 48 hours from receipt of the product.

16. Changes to This Policy

GMYS may update, amend or revise this Usage Disclaimer Policy from time to time.

The latest version will be posted on our website or web-store. Continued use of our website, web-store or products after such update shall constitute acknowledgement of the updated Policy.

17. Contact Us

For any enquiry regarding this Usage Disclaimer Policy, please contact GMYS Sdn Bhd at No. 3 & 5, Jalan Raya Timur, Kawasan 1, 41000 Klang, Selangor.

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