

Terms and Conditions of Use

1. Agreement

THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) SHALL APPLY TO YOUR ACCESS AND USE OF THIS WEBSITE AND ALL RELATED SUB-SITES (COLLECTIVELY “THE SITE”) AND THE SERVICES PROVIDED HEREIN (“SERVICES”) BY FOCUS MARKETING TECHNOLOGIES SDN BHD (“FOCUS MARKETING TECHNOLOGIES”). IF YOU CONTINUE TO ACCESS, BROWSE AND/OR USE THE SITE AND/OR ANY OF THE SERVICES, YOU ARE AGREEING TO BE BOUND BY AND TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS AND USE OF THE SITE AND/OR THE SERVICES.

2. User Activities and Information on the Site

You shall use the Site, the Services, and any content, material and information on the Site including but not limited to services, products, information, databases, text, documents, images, graphics, designs, compilations, photographs, pictures, drawings, audio and sound recordings, video, animation, links or other items and materials found on the Site, the Services and their arrangement thereof (“Content”), solely for lawful and non-commercial purposes.

You shall ensure that any material or information of any kind including but not limited to postings to community chat areas, feedback columns and forums which you upload to, distribute to, disseminate through, or make available through the Site and/or Services by any means (“User Content”) is not false, inaccurate or misleading, fraudulent, libelous, defamatory, obscene, pornographic, abusive, able to damage or interfere with any system data or personal information by whatever means, propaganda of a political, seditious or racist nature, or otherwise contravene any laws or infringes any rights of Focus Marketing Technologies or its related companies or any other person or entity.

You warrant that the User Content you have made available on the Site is solely your original work to which you are the owner of the copyright, or otherwise you have obtained all necessary rights, consent or approval of the relevant party in respect of the User Content prior to making it available on the Site. You will be solely responsible for the User Content.

By making available the User Content through the Site, you hereby automatically grant to Focus Marketing Technologies or its related companies absolutely a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sub-license any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology without any further notice to you. By making available the User Content through the Site, you also grant to the other users of the Site the right and license to access, view, store, or reproduce your material and information for that user’s personal use.

Focus Marketing Technologies has no obligation to review the User Content, and Focus Marketing Technologies shall not be responsible in any manner for the content of the User Content or the consequences resulting from the User Content posted by you.

Focus Marketing Technologies reserves the right, at any time and without notice to you, to delete, move, withdraw or edit any material or information, in whole or in part, on the Site including the Content or the

User Content, for any reason whatsoever. Focus Marketing Technologies reserves the right at all times to disclose any material or information as is necessary to comply with any laws or regulations.

3. Rights in Content and the Site

All Content provided by Focus Marketing Technologies on the Site or the Services are protected by copyright, trade mark and other intellectual property laws.

Any unauthorised use of any part of the Site is strictly prohibited. You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way any of the Content except as expressly provided in these Terms and Conditions of Use or as permitted by the laws of Malaysia.

The trademarks, logos, characters and service marks (collectively "Trademarks") displayed on the Site belongs to Focus Marketing Technologies excluding those intellectual property rights of vendors or alliances who have authorized Focus Marketing Technologies with the necessary usage and reproductions of the content of the Site. Nothing contained on the Site should be construed as granting any license or right to use any Trademarks displayed on the Site. Any use/misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these terms and conditions, is strictly prohibited. Focus Marketing Technologies reserves the rights to bring any action arising from the improper or unauthorised use of the Site, including any action for infringement of its trademarks and other intellectual property rights.

You agree that in using the Site and/or the Services, you do not acquire any ownership rights (whether intellectual property rights or proprietary rights) in the Site, the Services, the Content, User Content or any other downloaded content from the Site.

4. Disclaimer of Warranties & Limitation of Liability

You expressly agree that the use of the Site and/or Services are at your own risk.

Neither Focus Marketing Technologies nor any of its affiliates (including its holding company, subsidiaries and associated companies), warrants and or guarantees that the Site and/or Services will be continuous, uninterrupted, secure or error free, and operations of the Site and/or Services may be interfered or interrupted by factors beyond the control of Focus Marketing Technologies. Nor do they make any warranty as to the results that may be obtained from the use of the Site and/or Services, or as to the accuracy, correctness, up-to-dateness, reliability, completeness of the contents or any information, material, postings, or posting responses found on the Site (including but not limited to the Content and the User Content), any merchandise or services or any links to other sites made available on the Site.

The Site and/or Services and all information, material, postings, or posting responses found on the Site and/or Services (including but not limited to the Content and the User Content) are provided on an "as is" basis without warranties of any kind, either express or implied.

Under no circumstances shall Focus Marketing Technologies and any of its affiliates (including its holding company, subsidiaries and associated companies) and its directors, employees, agents and representatives shall be liable for any loss or damage including without limitation, losses or damages for loss of profits or revenue, business interruption, loss of information, direct or indirect, special, economic, punitive or consequential losses or damages, loss of goodwill or reputation or any common law liability arising out of the reliance on or use of or inability to use the Site and/or the Services and all information, material, postings, or posting responses found on the Site and/or Services (including but not limited to the Content and the User Content).

5. Links to Third Party Sites

Links from or to other websites (“Third Party Sites”) are merely for your convenience only.

Focus Marketing Technologies shall not be responsible in any way whatsoever for the Third Party Sites and makes no warranties in respect of the contents of the Third Party Sites. For the avoidance of doubt, the links on the Site to the Third Party Sites, and/or the links in Third Party Sites to the Site, shall not be construed as an endorsement or verification or approval by Focus Marketing Technologies of such Third Party Sites or the content of the said sites.

Your act or linking to a Third Party Site is done at your own risk and Focus Marketing Technologies shall not be responsible or liable for any damage, injury or losses howsoever arising therefrom. It is advisable that you read the privacy policy statements and the terms of use (if any) of such Third Party Sites.

6. Indemnity

You shall indemnify and keep indemnified Focus Marketing Technologies and its affiliates (including its holding company, subsidiaries related companies and associated companies), its directors, officers, employees or agents, third party content providers, or licensors, from all liabilities, actions, claims, demands, proceedings, losses and expenses, including any legal fees that may be incurred in connection with or arising from (a) your use or misuse of the Site and/or the Services, or (b) your breach of any of the Terms and Conditions, or (c) any claim made by any third party against Focus Marketing Technologies or its affiliates, or its directors, officers, employees or agents, third party content providers, or licensors in connection with your violation of any law or infringement of the rights of any third party.

7. Termination and Suspension

Focus Marketing Technologies reserves the right to immediately terminate and/or suspend your access to and/or your use of the Site and/or the Services, in whole or in part, at any time or for a period of time, for any reason at its discretion without warning or notice. In particular, and without limitation, Focus Marketing Technologies may terminate and/or suspend your access to the Site and/or the Services should you breach any of the Terms and Conditions, contravene any laws or infringe the rights of Focus Marketing Technologies or its related companies, or any other user of the Site or any third party.

8. Miscellaneous

The delay or failure of Focus Marketing Technologies to exercise any of its rights or remedies under the law or to enforce the Terms and Conditions, shall not constitute a waiver of its right in any manner whatsoever.

If any part of the Terms and Conditions shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Terms and Conditions and the Terms and Conditions shall then be construed as if such invalid or unenforceable provision had never been contained herein and the remainder of the Terms and Conditions shall continue in full force and effect.

9. Amendment of Terms and Conditions

Focus Marketing Technologies reserves the right, at its sole discretion, to change, modify, add or remove any of the Terms and Conditions at any time without notice. You shall therefore check this page

periodically for changes to the Terms and Conditions. Your continued use of the Site and/or Services following the posting of changes to the Terms and Conditions shall mean that you accept those changes.

10. Contact Us

If there are any questions or concerns regarding the Terms and Conditions, please contact Focus Marketing Technologies as follows:

By Email : enquiry@focusmarketing.my
By Post : Wisma HCK, No 6, Jalan 19/1B, Seksyen 19, 46300 Petaling Jaya,
Selangor Darul Ehsan, Malaysia.
By Phone : +603 7968 8888
By Fax : +603 7968 2255

11. Law and Jurisdiction

The Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing the Site and/or using the Services, you hereby consent to submit to the exclusive jurisdiction of the Malaysian courts.
