

## **LEGAL DISCLAIMER & PRIVATE POLICY**

BLUE OCTOPUS MARKETING SDN BHD ("**the Company**") appreciates your interest in its services and your visit to this Blue Octopus Marketing Sdn Bhd's website ("**this Website**"). Please read the following terms and conditions before you register as this Website's member. By clicking on the "**I Agree and Accept**" button below, you deemed to have read, understood and accepted without limitation or qualification all the terms and conditions set forth below :-

### **1. TERMS AND CONDITIONS**

- (a) This Website is only for personal use, quick reference, illustration purposes and perusal of information. The materials contained in this Website are provided with the understanding that the Company and/or its subsidiaries or the users are not engaged in rendering legal, counselling or other product advice or forms any binding contract and agreement with the Company and/or its subsidiaries. Reliance on the materials is at your own sole risk.
- (b) While the Company has taken all reasonable effort to ensure that the materials on this Website are fit for the purposes related thereto, the information and materials contained in this Website, including all contents, articles, editorial content, publications illustrations, graphics and logos made available strictly on a "as is", "as available basis and the Company does not warrant, in any manner whatsoever, the accuracy, adequacy, completeness or timeliness of the information and materials displayed on this Website and the Company hereby expressly disclaims liability for errors or omission in this information and materials.
- (c) The Company hereby reserves the right, in its sole discretion to revise any errors or admission in any portion on this Website and make any modifications, improvements, and/or changes to these Terms and Conditions, the information, names, images, pictures, logo and icons displayed on this Website or products and services referred to within, at any time without notice sent to you. The Company and/or its subsidiary shall not be held liable for your omission to check the modifications and changes posted on this Website.
- (d) The Company and/or its subsidiary shall not be liable in any manner whatever for any damages, loss and/or expense including without limitation, direct, indirect, special, and consequential or punitive damages or economic loss resulting from the use of the material on this Website.

- (e) In no event that the Company and/or its subsidiary shall be liable for any system, server or connection failure, error, omission, interruption, delay in transmission or computer virus during your browsing of this Website and/or downloading of any images, video and/or audio from this Website.
- (f) You hereby agree to indemnify the Company and/or its subsidiary against any costs, claims, losses and damages (including legal fees) incurred by or awarded against the Company as a result of your misuse of this Website and/or your breach of the terms and conditions set forth herewith.
- (g) The Company may vary these terms and conditions at any time without notice and your continued use and/or access of this Website constitutes your agreement to and acceptance of the varied terms and conditions.

## **2. INTELLECTUAL PROPERTY RIGHT**

Unless otherwise indicated, all the trademarks, service marks, trade names, logos, and the copyright in this Website or any pages thereof, and its contents or materials which includes but not limited to the text, images, graphics, sound files, animation files, video files therein and in their arrangement, is wholly owned by the Company and/or the Company's clients or licensors, and is protected by applicable Malaysian and international copyright laws, international treaties and other intellectual property rights. No contents and/or materials, whether in whole or in part, of this Website or any pages thereof may be modified, copied, reproduced, displayed, performed, published, broadcast, distributed, retransmitted, transferred, licensed, sold, exploited or commercially dealt with in any manner without the express prior written consent of the Company.

## **3. LINKS TO OTHER SITES**

- (a) This Website may contain links to and/or references to other websites that may be accessed and/or may originate outside the boundaries of this Website and which information the Company will have no control. Therefore, the Company and/or its subsidiary shall have no obligation or responsibility regarding any content derived, obtained, accessed within, through or outside this Website.
- (b) In no event shall at the Company and/or its subsidiaries be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, or any damages, whatsoever resulting from access or

use, or inability to access or use this Website or arising out of any materials, information, qualifications or recommendations on this Website.

#### **4. PAYMENT**

- (a) All the opening deposit and/or payment by way of cheque and/or cash may be made directly to the Company, its subsidiary and/or its authorised agent.
- (b) In the event that the payment is made through the Company's authorised agent, you should insist on an original official receipt issued by the Company. Please contact the Company if you do not receive the original official receipt within 10 working days from the date of the payment made, failing which the Company shall not be deemed to have received the payment.

#### **5. APPLICABLE LAW AND JURISDICTION**

These terms and conditions herein and this Website's shall be governed and construed in accordance with Malaysian laws, and the courts of Malaysia shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto.

#### **6. PERSONAL DATA PROTECTION POLICY**

In the course of your interaction with this Website and/or dealing with the Company and/or its subsidiary, the Company may hold and process personal information obtained about you and store the information.

This Personal Data Protection Policy ("PDPP") is prepared in accordance with the requirements of the Personal Data Protection Act, 2010 ("**the Act**") and sets out the policies and procedures of the Company with regard to your personal data and your agreement to the usage and processing of your personal data for purposes set out below :-

##### **(1) Definitions**

"Personal Data" means any information which relates to you including but not limited to the information concerning your name, nickname, age, gender, date of birth, address(es), email address(es), telephone number(s), CCTV and audio recording(s), photograph(s), opinion(s), comment(s), information in connection to the transactions, programmes and/or packages you have participated in and such other personal information and/or your views and/or opinions that are, have been collected, compiled, processed and maintained with the Company from time to time.

(2) Source of Personal Data

- (a) The Company will obtain your Personal Data when you provide your Personal Data to the Company in any way and/or manner including pursuant to any transactions and/or inquiries made with the Company. The Company will also receive and store your Personal Data when you enter the Company's websites, social networking sites and/or blogs.
- (b) At no time will the Company purchased any Personal Data or in any way commercially acquired through the purchase or trading of illegitimate and illegal Personal Data databases and/or lists.

(3) Collection and Processing of Personal Data

- (a) Your personal information is collected and further processed by the Company and/or its subsidiary as required and/or permitted by law and to give effect to your requested commercial transaction, including the following :-
  - (i) to process your requested services ;
  - (ii) to process any payments related to you requested services ;
  - (iii) to facilitate your participation in any contests or events ;
  - (iv) to maintain and upkeep the customer's records and development ;
  - (v) to conduct internal marketing analysis and analysis of customer patterns and choices ;
  - (vi) to comply with the Company's legal and regulatory obligations in the conduct of its business ;
  - (vii) to prevent crime (including but not limited to fraud and money-laundering) ; and
  - (viii) to communicate with you by way of e-mail, regular postal mail, telecommunication (telephone calls, SMS messages and/or social chat application) or internet social media in relation to our product, services, upcoming events, promotions, advertising, marketing and/or commercial materials which we may feel interest you ; and
  - (ix) to ensure that the content from our website is presented in the most effective manner your computer and/or device.

- (b) The Personal Data gathered is not sold, given to, or otherwise shared with other organisations for commercial and/or any other purposes.

(4) Disclosure of Personal Data

- (a) The Personal Data provided to us is to processed by entities within the Company and/its subsidiary and the Company will assure that :-
  - (i) access to the Personal Data is restricted to staff who are contractually required to process the Personal Data in accordance with their respective job requirements ; and
  - (ii) only necessary information is released to the relevant employees.
- (b) The Personal Data may be disclosed to the relevant 3<sup>rd</sup> parties as required under the law, pursuant to relevant contractual relationship or for the purposes stated in Section 4(3)(a) above and/or directly related to those purposes.
- (c) In the event of a potential, proposed and/or actual sale of business, disposal, acquisition, merger and/or re-organisation ("**the Transaction**"), your personal information may be required to be disclosed and/or transferred to a 3<sup>rd</sup> party as a result the same. You hereby acknowledge that such disclosure and/or transfer to a 3<sup>rd</sup> party as a result of the Transaction. You hereby acknowledge that such disclosure and/or transfer may occur and permit the Company to release your personal information to the other party and its advisers and/or representatives.
- (d) Your personal information may be disclosed to the following classes of third parties:
  - (i) 3<sup>rd</sup> parties appointed by us to provide services to us or on our behalf (such as auditors, lawyers, company secretary, consultants, professional advisors, service providers, conference/training/event organiser, other advisers, travel agencies and insurance companies);
  - (ii) Law enforcement agencies, including the local police; and
  - (iii) Relevant governmental authorities, statutory authorities, local council and industry regulators.

(5) Websites

(a) Location enabled products or applications

Location enabled products or applications transmit your location information to the Company. The Company do not use the information sent or provided other than to provide the service you request. Location enable features are opt-in and you have control over your participation and can turn these services off at any time or uninstall them.

(b) Cookies

(i) When you visit this Websites, there is automatic collection of some information about your computer such as IP address,web browser software, and referring website. Such information is only used for the purpose of creating a better user experience and to identify areas for improvement on this Websites.

(ii) Some web pages may require you to provide a limited amount of personal information in order to enjoy certain services on the Website (system login credentials, email address and contact, etc). These personal information will only be used for its intended purposes only, i.e. to respond to your message or deliver the requested services.

(iii) When you access certain pages of this Websites, you may be required to sign in, using an ID and password. Once you signed in, the Company will record your ID in the cookie file on your computer. Permanent cookie files remain on your computer's hard drive until you manually delete the file.

(6) Right of Limiting Processing

If you :-

- (a) do not wish to receive any marketing communications from the Company ;  
or
- (b) wish for the Company to stop processing your Personal Data for marketing purposes or any direct marketing purposes.

you may submit a request in writing to the address stated in Section 8 below.

(7) Online privacy policy

This is online privacy policy of our company and information and data we collect offline have nothing to do with our online privacy policy.

(8) Enquiries and Contact

You may request for access and/or request for correction of your Personal Data or make any inquiries or complaints in relation to the processing of your Personal Data by contacting the following personnel for further assistance :-

**BLUE OCTOPUS MARKETING SDN BHD**

G -89, Jalan PUJ 3/9, Taman Puncak Jalil,  
Bandar Putra Permai, 43300 Seri Kembangan, Selangor

**7. TERMINATION OF ACCESS**

In the event that you are in breach of the Terms and Conditions and/or of our privacy policy set forth herein, the Company may suspend, limit or terminate your account, and/or all or a portion of your access to the Service at any time with or without notice to you and the Company further reserve its rights refer any information on illegal activities, including your identity, to the proper authorities.

**8. NON-WAIVER CLAUSE**

The failure of the Company to partially or fully exercise any rights and/or the waiver of any breach of these Terms and Conditions by you, shall not prevent a subsequent exercise of such right by the Company and/or be deemed a waiver by the Company of any subsequent breach by you of the same or any other terms of these Terms and Conditions. The Company's rights and remedies under these Terms and Conditions shall be cumulative, and the exercise of any such right and/or remedy shall not limit the Company's right to exercise any other right and/or remedy.

**9. SEVERABILITY**

If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.



