

Introduction

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Please read the following terms and conditions carefully before using this Website. By using the Website, you agree to be abided by the terms and conditions set out below.

The term ‘**you**’ refers to the user or viewer of this Website including any individual, corporate entity or organisation.

“**Use**” of this Website means accessing and interacting with this Website; printing or storing any part of this Website or any information or content on or through this Website; providing the website address of this Website; accessing, downloading, receiving, printing, or storing content or information on or through this Website; or providing any content or information through this Website.

“**Content**” means any data, information, and media accessible on or through this Website including but not limited to commercial information, financial information, company information, personal data, opinions, comments, messages, communications, analysis, descriptions, statistics, images, sounds, videos, and any intellectual property accessible on or through this Website.

1. License to Use Website

- 1.1 As a user of this Website, you are granted a non-exclusive, non-transferable, revocable, worldwide, limited license to Use this Website, subject always to these terms and conditions.
- 1.2 You may view, download for caching purposes only, and print pages from the Website for your own personal use only, subject to the restrictions set out in these terms and conditions.
- 1.3 You will not:
 - a) Republish material from this Website without our permission, including republication on another Website, except for content specifically and expressly made available for redistribution;
 - b) Sell, rent or sub-license materials from the Website;
 - c) Show any material from the Website in public, without accreditation of the source;
 - d) Reproduce, duplicate, copy or otherwise exploit material on our Website for a commercial purpose;
 - e) Edit or otherwise modify any materials in our Website.
- 1.4 We reserve the right to restrict access to areas of our Website, or our whole Website, at our discretion.

2. Acceptable Use

2.1 You will not:

- (a) Use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
- (b) Use our Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) Use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent.

2.2 You must not Use data collected from our Website to contact individuals, companies or other persons or entities.

2.3 In the event that you provide any Content to us, you warrant and represent to us that such Content is accurate and up—to-date; and you have the right to provide such Content to us. You agree that we are not obligated to accept, review, monitor, or maintain any account or any Content provided by you or any other party. In the event that we provide to you access to any Content which is owned by us or licensed to us, and which is accessible to you on or through this Website, you must attribute such Content to us. Such attribution must state clearly that such Content was sourced from us.

2.4 By providing us with Content, you grant to us and our assigns a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license, with the right to sub-license, to use, modify, display, distribute, and perform such Content in any manner. Where any Content provided by you is incorporated into any compilation or derivative work, you agree that we own all intellectual property rights in such compilation or derivative work. We are not obligated to monitor or enforce any intellectual property rights that may be associated with any Content you provide to us. Where you provide us with any Content or information, you warrant and represent that you have the right to provide such Content or information and that such Content or information does not infringe the rights of any party.

3. Intellectual Property

3.1 Unless otherwise stated, we own the intellectual property rights in this Website and materials on this Website all these intellectual property rights are reserved.

3.2 You agree that we own the elements of this Website including but not limited to any trademarks, service marks, text, images, and videos appearing on this Website where such elements were created by us; the layout, the design, and arrangement

of this Website; and the source code of this Website and you agree that you have no rights to the foregoing except explicitly provided for under these terms and conditions.

4. Warranties

4.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our Website;
- (b) that the material on the Website is up to date; or
- (c) that the Website or any service on the Website will remain available.

4.2 We reserve the right to discontinue or alter any or all of our Website services, and to stop publishing our Website, at any time at our sole discretion without notice or explanation. You will not be entitled to any compensation or other payment upon the discontinuance or alteration of any of our Website services, or if we stop publishing the Website.

4.3 To the maximum extent permitted by applicable laws and subject to **Paragraph 5**, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our Website and the use of our Website.

5. Limitations and exclusions of liability

5.1 To the extent that our Website and the information and services on our Website are provided free of charge, we will not be liable for any loss or damage of any nature.

5.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

5.3 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

5.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

5.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

5.6 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge and you agree that you will not bring any claims personally against our officers or employees in respect of any losses you suffer in connection with the Website or these terms and conditions.

6. Indemnity

You hereby agree to indemnify, defend and hold us harmless against all claims, damages, costs and expenses of whatever nature (including costs on an indemnity basis) which we may incur or which may be awarded against us and which arise out of the use by you of this Website or by any breach of any warranty or representation provided by you under these terms and conditions. This indemnity shall not be subject to any limitation of liability and includes without limitation costs and expenses including professional fees incurred in responding to claims made irrespective of whether proceedings have commenced.

7. Breaches of these terms and conditions

7.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our Website;
- (c) permanently prohibit you from accessing our Website;
- (d) block computers using your IP address from accessing our Website;
- (e) contact any or all of your internet service providers and request that they block your access to our Website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our Website, if any.

7.2 Where we suspend or prohibit or block your access to our Website or a part of our Website, you are prohibited from taking any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

8. Confidentiality

This Website may allow you to access or view information which is confidential in nature, whether or not such information is expressly stated to be confidential. Such information may pertain to us or to other parties. Where you are able to access or view such information, you warrant and represent that unless where such disclosure is expressly provided for under these terms and conditions, you will not and will not allow other parties to disclose or reproduce such information without prior approval of the owner of such information provided always that you may disclose such information if such information is already in the public domain otherwise than by disclosure by you, the information was lawfully obtained or available from a third party who is lawfully in possession of the same and free to disclose it, or if the information disclosure is required by law.

9. Data Privacy

9.1 In view of the implementation of the Personal Data Protection Act 2010 (“**Act**”), MTDC shall take steps to protect and safeguard your personal data and information

that you supply or provide to us through this Website, if any, to ensure compliance with legal and statutory requirements in accordance to the Act.

- 9.2 We will process your personal data and information in accordance with our Privacy Policy. By using this Website and/or providing us with information and/or content, you consent to our processing of your personal data in accordance with our Privacy Policy.
- 9.3 No personal data and information is gathered during the browsing of this Website except for information given by you via e-mail or feedback form at our Website.

10. Variation

- 10.1 We may revise these terms and conditions from time to time.
- 10.2 The revised terms and conditions shall apply to the use of our Website from the date of publication of the revised terms and conditions on the Website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

11. Assignment

- 11.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

12. Severability

- 12.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 12.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13. No Waiver

- 13.1 Failure or delay by us to enforce, at any time, any provision of these terms and conditions shall not be construed as a waiver of our right to enforce the breach of such provision or any other provision in these terms and conditions or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of these terms and conditions.

14. Third party rights

- 14.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 14.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

15. Entire agreement

15.1 These terms and conditions shall constitute the entire understanding between you and us in relation to your use of our Website and shall supersede all prior agreements between you and us in relation to your use of our Website.

16. Law and jurisdiction

16.1 These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

16.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Malaysia.