

Terms and Conditions

1. About this Website

1. Your use of www.fotile.com.my (this "Website") is subject to these terms and conditions (these "Terms and Conditions") and the Privacy Policy.
2. If you do not accept these Terms and Conditions and the Privacy Policy, you must refrain from using this Website.

2. About FOTILE Malaysia

1. Copyright in the whole and every part of this Website belongs to Fotile Marketing Sdn. Bhd ("FMSB"), unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in or on any media to any person without the prior written consent of FMSB.

3. Website Information

1. Goods or services specified on this Website may or may not be on display or available from each FMSB dealer store in Malaysia, and where the goods or services are available from a FMSB dealer store in Malaysia, the price for those goods or services may vary from the price shown on this Website.
2. FMSB and its related companies do not make, or authorize any offer or representation by this Website and do not represent that any goods or services in this Website will be offered by or available from the FMSB dealer stores around Malaysia at the specified price, or at all, or otherwise sell any goods or services to consumers throughout Malaysia under the name or style including the words "FMSB".
3. Images of goods published in this Website without any advertised price beside that image are not offered for sale.
4. Photographs are for illustrative purposes only and may vary from goods depicted or described.
5. International visitors to this Website should not rely on information contained in this Website, including without limitation specifications or pricing.

4. Website Content

1. FMSB may, at any time, add or remove content from this Website without notice.

2. Any articles, information or content published on this Website must be read subject to these Terms and Conditions.
3. Although FMSB uses its best endeavors to confirm the accuracy of any information published on this Website, you agree that FMSB cannot be held responsible for inaccuracies or errors caused by incorrect information. You agree to make your own inquiries to verify information provided and to assess the suitability of products before you purchase.
4. The information, materials and services in this Website is provided for general information purposes only. It is current at the time of first publication. It is not legal or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information, material or service assessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission in any information, material or service, via customer feedback.
5. FMSB will not be liable for any errors in content, or for any actions you take in reliance on them. Neither you nor any other person may hold FMSB liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.

5. Your Use of the Website

1. You agree to use this Website only for purposes that are permitted by these Terms and Conditions, any applicable law or regulation and/or generally accepted practices or guidelines.
2. You agree that you will not engage in any activity that interferes with or disrupts this Website or the servers and networks that host this Website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this Website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this Website or the content.
3. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

4. FMSB may stop (temporarily or permanently) providing access to this Website to you, or to guests or members generally, at its discretion and without prior notice to you.
5. FMSB may in its sole discretion restrict your access to this Website. If FMSB does this, you may be prevented from accessing all or parts of this Website, your account details or other content contained in your account. FMSB will not be liable to you or any third party for doing so.
6. As electronic websites are subject to interruption or breakdown, access to this Website is offered on an "as is" and "as available" basis only.
7. FMSB may impose limits or restrictions on the use you may make of this Website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms and Conditions, FMSB may withdraw this Website, or change or remove website functionality at any time without notice to you.

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1. You acknowledge that any intellectual property rights, including graphics, logos, trademarks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this Website, are owned by FMSB, and must not be used in any manner without the prior written consent of the owner.
2. Nothing contained on this Website is to be interpreted as a recommendation to use any information on this Website in a manner which infringes the intellectual property rights of any person. FMSB makes no representations or warranties that your use of the information on this Website will not infringe such intellectual property rights.
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4. You may not modify or copy the layout or appearance of this Website nor any computer software or code contained in this Website, nor may you decompile

or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this Website.

5. If you correspond or otherwise communicate with FMSB, you automatically grant to FMSB an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on this Website and developing your ideas and suggestions for improved products.

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1. This Website may contain links to other websites, content or resources, which are owned or operated by third parties. These linked websites are not under FMSB's control and FMSB shall not be held responsible for the operation, availability or contents of any linked website or any link contained in a linked website.
2. FMSB provides these links to you for convenience only and the inclusion of any link does not imply FMSB's endorsement of the linked website. You shall access linked websites at your own risk. Subject to any non-excludable rights, FMSB disclaims all warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on linked websites. You should carefully review the terms of use and privacy policies of all other party's websites that you visit.
3. FMSB reserves the right to prevent third parties from linking to this Website.

8. Secure Data and Transmissions

1. Given the nature of the internet, FMSB cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems and FMSB does not warrant that your access to this Website will be uninterrupted, error free or that any defects will be corrected. Whilst FMSB and its third parties take precautions to protect information, FMSB does not warrant and cannot ensure the security of any content or information you transmit via this Website. You therefore transmit to this Website at your own risk. However, once FMSB or its third party receives your transmission, FMSB and its third parties will take

reasonable steps to preserve its security. If you become aware of any problems with the security of this Website, please [contact us](#) immediately.

2. You must take your own precautions to ensure that the process which you use to access this Website or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, neither FMSB nor its third parties will accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website, any website or any linked website.

9. Cookies

1. Cookies may be used on this Website to gather data in relation to this Website and you consent to this (although you may be able to disable cookies on your web browser).

10. Use of Your Information and Material

1. FMSB appreciates any suggestions (“unsolicited ideas”) you may have regarding ways in which this Website may be improved or materials which may be added to this Website. Any unsolicited ideas that you submit will not be regarded as confidential and will become the property of FMSB. FMSB may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

11. Privacy Policy

1. The [Privacy Policy](#) available on this Website explains how your personal information is collected and managed by FMSB.

13. Disclaimer

1. FMSB do not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside their control), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do they accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Website. To the maximum extent permitted by law, FMSB disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Website or the information that it contains.

2. The use of the information on this Website is at your own risk. To the extent permitted by law, FMSB exclude all liability of any of them in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this Website or provided through this Website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims.
3. You agree to indemnify FMSB and other persons involved in the creation of this Website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Website, any information that you provide via this Website or any damage that you may cause to this Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

14. Governing Law and Jurisdiction

1. These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Malaysia. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or un-enforceability will not affect the remainder of these Terms and Conditions, which will continue in full force and effect. If you access this Website in a jurisdiction other than Malaysia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.
2. FMSB makes no representations that the content of this Website complies with the laws of any country outside Malaysia.

15. General

1. These Terms and Conditions may be amended at any time without notice and your access to this Website may be terminated at any time without notice. Your continued use of this Website following such amendment of these Terms and Conditions will represent an agreement by you to be bound by the Terms and Conditions as amended from time to time.
2. Where your access to this Website is terminated, all disclaimers and limitations of liability set out in these Terms and Conditions will survive. Reference to "Website" includes the whole or any part of the web pages

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