

These Website Terms and Conditions (the “Terms and Conditions”) apply to the website, which is called a “Digital Marketing Fest” www.dmfest.com (the “Website”, “our Website”).

“User”, “Customer”, “you” and/or “your” means any person who uses the Website.

“Partner”, “Partners” mean any third-party advertising services or companies, that have entered into a collaboration or partnership with us for the Digital Marketing Fest. These partners provide various offers, services, or products that participants can explore and sign up for through the Website. Each partner operates independently and is responsible for the delivery, quality, and management of their respective services or offers.

1. INTRODUCTION

1.1 Please read these Terms and Conditions carefully and make sure that you understand them before you start to use the Website. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 These Terms and Conditions govern:

- 1.2.1 your access to, and use of, the Website and the content on it.

1.3 By accessing our Website, you can browse through our partners’ services. Each partner may have their own terms and conditions, and if you choose to subscribe to any partners’ services via the Website your subscription will be subject to additional terms and conditions which will be notified to you when you subscribe for the relevant publication or service. Some of the provisions contained in these Terms and Conditions may also be superseded or supplemented by additional terms and conditions or notices published elsewhere on the Website. These will be drawn to your attention where applicable to you. In the event that there is any conflict between these Terms and Conditions and any additional or supplemental terms on the Website (“Additional Terms”), the Additional Terms shall prevail.

1.4 By using the Website you confirm that you accept these Terms and Conditions and that you agree to comply with them. Your use of any part of the Website constitutes your acceptance of these Terms and Conditions which takes effect on the date on which you first use the Website. If you do not agree with these Terms and Conditions, you should cease using the Website immediately.

1.5 We may revise these Terms and Conditions at any time. You should check this page from time to time to take note of any changes we make, as you continue use of the Website after changes are posted constitutes your acceptance of the amended Terms and Conditions, and they are binding on you from the date that we make them.

1.6 These Terms and Conditions, any Additional Terms and any contract concluded between us via the Website, are only available in the English language.

2. ACCESS TO OUR WEBSITE

2.1 We shall endeavour to provide constant, uninterrupted access to the Website and any content on it, but we cannot and do not guarantee to do so. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. Save where expressly stated otherwise in any Additional Terms, we will not be liable to you if for any reason our Website is unavailable or is withdrawn at any time or for any period.

2.2 You are responsible for making all arrangements necessary for you to have access to our Website.

3. CHANGES TO THE WEBSITE

3.1 We may update the Website from time to time and may change the content of the Website at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

4. YOUR CUSTOMER ACCOUNT AND PASSWORD

4.1 We may choose to restrict access to the Website or to parts of it to registered users.

4.2 If you choose, or you are provided with, a user identification name, code or password to access certain parts of our Website, you must treat such information as confidential. Your identification name, code and/or password are non-transferable.

4.3 We have the right to disable any user identification name, code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions or any Additional Terms.

4.4 You shall be liable for all activity(ies) that occurs using your user name, code and/or password. If you know or suspect that anyone other than you know your user identification name, code or password, you must immediately notify us at welcome@dmfest.com.

4.5 You are liable for any unauthorized use of your user name, code and/or password.

5. ACCEPTABLE USE POLICY

5.1 General

5.1.1 You may only use our Website for lawful purposes. You may not use our Website:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) to send, knowingly receive, upload, download, use or re-use any material (including Contributions) which does not comply with the Standards (as defined in Clause 5);
- (d) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or
- (e) to knowingly transmit any data, send or upload any material (including Contributions) that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or adversely affect the operation of any computer software or hardware.

5.1.2 You agree:

- (a) not to reproduce, duplicate, copy or re-sell any part of our Website save where expressly permitted to do so by these Terms and Conditions or any Additional Terms; and
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Website;
 - (ii) any equipment or network on which our Website is stored;
 - (iii) any software used in the provision of our Website; or
 - (iv) any equipment or network or software owned or used by any third party.

5.3 Suspension and Termination

5.3.1 If we determine, in our absolute discretion, that you have breached this Clause 5 we may immediately take all or any of the following actions:

- (a) temporarily or permanently withdraw your right to use the Website;
- (b) temporarily or permanently remove any Contribution uploaded by you to our Website;
- (c) issue a warning to you;
- (d) issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) take further legal action against you; and/or
- (f) disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

5.3.2 We exclude liability for actions taken in response to breaches of this Clause 5. The responses described in this Clause 5 are not limited, and we may take any other action we reasonably deem appropriate in respect of your breach.

5.3.3 You acknowledge that your breach of this Clause 5 may cause damage or loss to us and our partners and you agree to indemnify us and/or our partner(s) in full against any third party liabilities, claims, costs, loss or damage including consequential losses, incurred as a result of such a breach. If you are a consumer, this means you will be responsible for any loss or damage we suffer as a result of your breach of this Clause 5.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 We are the owners or licensees of all intellectual property rights in the Website. All text, information, graphics, interfaces, photographs, video and other material available on the Website is protected by copyright, trade mark and other proprietary and intellectual property laws.

6.2 You may not use any of our intellectual property rights without our express written consent, however you are permitted to print or save to your individual PC, tablet or storage extracts from this Website for your own personal non-commercial use. This does not include downloading, storing, transmitting, displaying, copying or distributing any materials on the Website, or extracts from it, in a structured manner or creating a database in any form comprising all or part of any material on the Website.

6.3 If you are a business user, you may draw the attention of others within your organisation to content posted on our Website.

6.4 You must not modify any paper or digital copies of any materials you have printed off or downloaded from the Website and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

6.5 You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

7. LINKS

7.1 Where the Website contains links to other sites or resources, these links are provided for your information only. Such links should not be interpreted as endorsement by us of those linked websites or resources. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. You should check the terms of use applicable to any website or other resource that you link to from the Website.

7.2 You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Website must not be framed on any other site.

8. ADVERTISING AND SPONSORSHIP

8.1 The inclusion of any advertising or any sponsorship material on the Website does not constitute an endorsement of the relevant advertiser or sponsor or their goods or services. Any correspondence or dealings you have with advertisers or sponsors are solely between you and the relevant advertiser or sponsor. We shall not be responsible for any loss or damage of any kind suffered or incurred by you as a result of any correspondence or dealing you have with any advertiser or sponsor.

9. DATA PROTECTION AND COOKIES

9.1 Our Privacy Policy and Cookies Policy, set out the terms on which we process any personal data we collect from you, or that you provide to us when using the Website and set out information about the cookies we use on the Website. By using our Website, you acknowledge that you agree and accept our Privacy Policy and you expressly authorize us to process your personal data for such purposes as set out in our Privacy Policy. You further warrant that all data provided by you is accurate.

10. NO RELIANCE ON INFORMATION

10.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our Website.

10.2 Although we make reasonable efforts to update the information and content on our Website, we make no representations, warranties or guarantees, whether express or implied, that the information and content on our Website is accurate, complete or up-to-date at any time.

10.3 The Website and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Neither we nor our partners provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by laws.

11. LIMITATION OF OUR LIABILITY

11.1 Save as expressly provided in any Additional Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

11.2 To the maximum extent permitted by law, the Website and our respective agents and representatives shall have no liability whatsoever to you or any third party for any loss or damage,

whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your:

- 11.2.1 use of, or inability to use, our Website; or
- 11.2.2 use of or reliance on any content displayed on our Website, including your or a third party's Contribution(s).

11.3 If you are a business, please note that in particular, we will not be liable for:

- 11.3.1 loss of profits, sales, business, or revenue;
- 11.3.2 business interruption;
- 11.3.3 loss of anticipated savings;
- 11.3.4 loss of business opportunity, goodwill or reputation; or
- 11.3.5 any indirect or consequential loss or damage.

11.4 If you are a consumer, please note that we only provide our Website for your domestic and private use only. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

11.6 Nothing in these Terms and Conditions excludes or limits our liability for any liability that cannot be limited or excluded by law.

12. MISCELLANEOUS

12.1 If any provision in these Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible, and the remainder of the Terms and Conditions shall remain in full force and effect.

12.2 Any failure by us to enforce or exercise any provision in these Terms and Conditions shall not constitute a waiver of that provision or any other provision.

12.3 We may transfer, assign, sublicense or pledge in any manner whatsoever, any of our rights and obligations under these Terms and Conditions to any third party without notice and without the

need to receive your consent. You may only transfer, assign, sublicense or pledge your rights or your obligations under these Terms and Conditions to another person if we provide our consent to you in writing.

13. APPLICABLE LAW AND JURISDICTION

13.1 These Terms and Conditions, their subject matter and their formation, are governed by laws of Malaysia.

13.2 The courts of Malaysia shall have exclusive jurisdiction to settle any disputes arising in connection with these Terms and Conditions (including any non-contractual terms).

14. CONTACT US

To contact us, please e-mail welcome@dmfest.com.