

TERMS AND CONDITIONS

Terms with our Clients

Most of our clients have signed contracts with Ink Marketing Sdn. Bhd. (or one of its affiliates). If no contract has been agreed (or the services provided are outside of the scope of the signed contract) then we will supply goods and services on the basis of our standard terms and conditions. Prices/commercial model and any service levels which may apply to the services provided will vary from order to order and will be recorded in a quote/order if not addressed in a contract.

Terms for using the Website

These Terms and Conditions govern your use of the Ink Marketing Sdn. Bhd. website (“the Company Site”) and your relationship with Ink Marketing Sdn. Bhd. (“the Company”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not register for or use the Company Site. If you have any questions on the Terms and Conditions, please contact info@inkmarketing.com.my

The Company makes available information, materials and products on this website, subject to the following terms and conditions. By accessing any part of this site, you will be deemed to have accepted these terms and conditions in full. We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Company Site. Any changes will be notified to you via the email address provided by you on registration or via a suitable announcement on the Company Site. The changes will apply to the use of the Company Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Company Site. If you continue to use the Company Site after the date on which the change comes into effect, your use of the company site indicates your agreement to be bound by the new Terms and Conditions.

Access

Whilst the Company endeavors to ensure that this site is normally available 24 hours a day, the Company will not be liable if for any reason the site is unavailable at any time or for any period. Access to this site may be suspended temporarily or permanently and without notice.

Intellectual Property

Unless otherwise stated, the copyright and any other rights in all material on this web site are owned by the Company. Except as specifically permitted in particular areas of this site, none of the information on this site may be reproduced modified copied or distributed in any form or by any means without prior written permission from the Company. No part of this site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission and no waiver will be valid unless in writing and addressed directly to the party concerned. The trademarks, logos and services marks ('Marks') displayed on this site are the property of the Company, its licensor or other third parties. You may not use any of the Marks without the prior written consent of the Company or the third party who owns the relevant Mark. Any rights not expressly granted in these terms are reserved.

Liability

Whilst the Company endeavors to ensure that the information on this site is correct, no warranty, express or implied, is given as to its accuracy and the Company does not accept any liability for error or omission. The Company shall not be liable for any damages (including, without limitation, damages for loss of business, profits, revenue or savings) arising in contract, tort or otherwise from the use of or inability to use this site, or any material contained in it, or from any action or decision taken as a result of using this site or any such material. Part of this site contains material submitted to the Company by third parties. Those third parties are responsible for ensuring that material submitted for inclusion on this site complies with national and relevant foreign law. The Company will not be responsible for any error, omission or inaccuracy in the material and reserves the right to omit, suspend or edit any material submitted to it. If we are in breach of these Terms and Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Company's Site. Our liability shall not in any event include business issues such as lost data, lost profits or business interruption. This clause shall not limit or affect our liability resulting from any products sold through the Company Site being found to be unsafe or if something we do negligently causes death or personal injury.

Third Party Websites

The Company accepts no responsibility for the content of any site to which a hypertext link from this site exists. The links are provided 'as is' with no warranty, express or implied, for the information provided within them. Provision of a link does not imply any endorsement by the Company of the relevant site.

Submission of Emails

Proof of sending an email is not proof of receipt. The Company accepts no responsibility for non-receipt of information submitted through this site.

Applicable Law

This website is controlled by the Company from its offices in Malaysia. By accessing this site, you agree that all matters relating to your access to, or use of, this site will be governed by Malaysian law; and you agree to submit to the jurisdiction of the Malaysian courts with respect to such matters.

International Use

The Company makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Any person who chooses to access this site from other locations does so on their own initiative and is responsible for compliance with local laws.

Your Use of the Company Site

You may not use the Company Site for any of the following purposes:

1. disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breach any laws
2. transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice,
3. interfering with any other person's use or enjoyment of the Company Site
4. downloading, making, republication, reproduction, transmitting or storing or other use of electronic copies of materials protected by copyright as stand-alone files without the permission of the owner

You will be responsible for our losses and costs resulting from your breach of this clause.

Miscellaneous

You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably consider that your rights will not be affected. If you breach these Terms and Conditions and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

The Company shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control. If you have any queries please contact: info@inkmarketing.com.my