

KUOK FOUNDATION BERHAD

Online Application

Terms of Use

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1. In General

Access to and use of this online application service available through this website ("Service") are subject to the following terms, conditions and notices ("Terms of Service"). By using the Service, you are agreeing to all of the Terms of Service, as may be updated by us from time to time.

You should check this page regularly to take note of any changes we may have made to the Terms of Service.

Access to this Service is permitted on a temporary basis, and we reserve the right to withdraw or change the Service without notice. We will not be liable if for any reason this Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Service.

2. Data Privacy

By using this Service, you consent to the processing of your data and warrant that all data provided by you is accurate.

We will treat your personal data as private and confidential and will not disclose your information to anyone outside Kuok Foundation ("KF") except where: -

- you have given your consent,
- we are required or permitted to do so by law;
- required or authorised by any order of court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over KF; and
- we are required to meet our obligations to any relevant legal authority.

Where indicated in the online application form, it is obligatory for you to provide your personal information to us to enable us to process your application.

3. Prohibitions

You must not misuse this Service. You will not: (a) commit or encourage a criminal offence; (b) transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; (c) hack into any aspect of the Service; corrupt data; cause annoyance to other users; (d) infringe upon the rights of any other person's proprietary rights; (e) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or (f) attempt to affect the performance or functionality of any computer facilities of or accessed through this Service. A breach by you of any of the above provisions would constitute a criminal offence under the Computer Crime Act 1997. KF will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable to you for any liability, loss or damage whatsoever caused by a distributed denial-of-service attack, viruses or other computer or information technological harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Service or to your downloading of any material posted on it.

4. Intellectual Property, Software and Content

The intellectual property rights in all software and content made available to you on or through this Service remains the property of KF or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by KF and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Service nor may you use any such content in connection with any business or commercial enterprise.

You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by KF or its licensors. www.kuokfoundation.org and www.kuokfoundation.com are uniform resource locators (URLs) belonging to KF. No licence or consent is granted to you to use these URLs in any way, and you agree not to use these URLs or any identical URLs or URLs which resemble these URLs without the written permission of KF.

5. Terms of Service

When making an online application, you undertake that all details you provide to us are true and accurate.

6. Disclaimer of Liability

The material or information displayed on this Service is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, KF hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Service and any material or information posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect KF's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under any applicable law.

7. Linking to this Service

You may link to our home page, 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.

This Service must not be framed on any other site, nor shall you create a link to any part of this Service other than the home page. We reserve the right to withdraw linking permission without notice.

8. Disclaimer as to Ownership of Trademarks, Images of Personalities and Third Party Copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Service are in no way associated, linked or affiliated with KF and you will not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this KF are owned by the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to KF.

9. Indemnity

You agree to indemnify, defend and hold harmless KF, its Trustees, management, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal costs on a solicitor and client basis) arising from your use of this Service or your breach of the Terms of Service.

10. Variation

KF shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Service and/or any page of this website.

11. Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

12. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. Please let us know if you have any complaints or comments.

13. Waiver

If you commit a breach of any of the Terms of Service and we take no action against you for it, we will still be entitled to fully exercise our rights and remedies in any other situation where you commit a breach of any of the Terms of Service.

14. Governing Law and Jurisdiction

The Terms of Service are to be construed in accordance with the laws of Malaysia and in the event of any dispute or claim associated with the Terms of Service, that dispute or claim shall be subject to the jurisdiction of the Malaysian courts.

15. Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and KF. Any waiver of any provision of the Terms of Service will be effective only if confirmed in writing by KF.

Last updated: May 2016