# **TERMS OF USE**

This website is wholly owned and operated by Magma Group Berhad and its group of companies ('Magma'). All the operations and services available on this website are fully managed and operated by Magma. All the contents residing on this website are the property of Magma.

Internet users who access and use this website shall accept without limitation or qualification, all the Terms of Use stated and shall automatically be bound by the said terms upon using the website. By using this website, you represent that you have read and understood the terms stated herein and that you agree to be bound by them. If you do not agree to abide by these terms of use, do not use the site or download materials from the site.

The Internet user may not copy, distribute, publish, or commercially exploit the content of this website, or use this website for any other purposes not specified herein. This website may only be used for lawful purposes, and in a manner that does not violate the rights of or restrict or inhibit the use of this website by a third party. Such restriction or inhibition shall include but is not limited to, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive content or defamatory, racially or ethnically objectionable material of any kind or disruption of normal flow of dialogue within this website.

## **Disclaimer**

The materials may contain inaccuracies and typographical errors. Magma does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, or other information displayed or distributed through magma.my. You acknowledge that any reliance on any such advice, opinion, or information shall be at your sole risk. Magma reserves the right, in its sole discretion to correct any errors or omissions in any portion of the site. magma.my may make any changes to the site at any time without notice.

The materials in this website are provided "As Is" and without warranties of any kind either expressed or implied to the fullest extent permissible under applicable law. By using this website, you agree to indemnify, defend, and hold magma.my website, Magma, and all affiliated partners harmless against any claims (including, but not limited to, claims for defamation, trade disparagement, privacy, and intellectual property infringement) and damages including attorney's fees arising from any submissions by you or through your account.

#### **Links**

This website may contain link(s) to third-party sites. Magma is not responsible for the content of those sites as it is operated by other entities. The link(s) are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement, authorization, or sponsorship by Magma of those site(s) or the products and services provided there. Your use of the contents in the third-party sites is at your own risk. It is your responsibility to take all protective measures to guard against viruses or other destructive elements.

#### **Your Registration Obligations**

In consideration of your use of the Service, you agree to:

- i. provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and
- ii. maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

### **TERMS OF USE**

If you provide any information that is untrue, inaccurate, not current, or incomplete, Magma has the right to suspend or terminate your account and refuse any current or future use of the Service (or any portion thereof).

#### **Modification**

Magma reserves the right, at any time without prior notice to you, to change the format and content of the website at any time. By using this website, you agree in advance to accept any such changes.

Magma may terminate, change, suspend, or discontinue any aspect of the Magma site, including the availability of any features of the site at any time. Magma may also impose limits on certain features and services or restrict your access to parts or all of the site without notice or liability. Magma may suspend the operation of this website for support or maintenance work, to update the content, or for any other reason.

# **Privacy Policy**

Personal details provided to Magma through this website will only be used under our privacy policy. Please read this carefully before going on.

#### **Member Account, Password, and Security**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the account and are fully responsible for all activities that occur under your account. You agree to immediately notify Magma of any unauthorized use of your password or account or any other breach of security. Magma.com.my will not be liable for any loss or damage arising from your failure.

#### Member Conduct

You understand that all info, data, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. In other words, you, and not Magma, are entirely responsible and liable for all Content that you upload, post, or otherwise transmit via this Service. You agree not to use the service to:

- upload, post, e-mail, or otherwise transmit any Content that is unlawful, harmful, threatening, racist, abusive, harassing, pornographic, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or ethnically, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law;
- harm minors in any way;
- restrict or inhibit any other user from using and enjoying the Interactive Features;
- post or transmit any information, software, or other material that contains a virus or other harmful component;
- amend, damage, or delete any Content or other forms of communications that are not your Content;
- upload, post, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;

# **TERMS OF USE**

- intentionally or unintentionally violate any applicable local, state, national or international law;
- collect or store personal data about other users;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- impersonate any person or entity, including but not limited to, a Magma official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

This Terms of Use was last updated on 14 December 2023