

TERMS AND CONDITIONS

Your use of this site (“**Site**”) constitutes acceptance of the following terms and conditions (“**T&C**”) as at the time and date of your initial use of the Site.

1. You agree to use this Site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the Site by any third party.
2. TechDome Penang (operated by Penang Tech Centre Berhad, a non-profit organisation registered with the Companies Commission of Malaysia under the Companies Act 1965)(Company No: 946261-M) (“**TechDome**”) reserves the right to change any or all T&C at any time by publishing such changes online. Your continued use of this Site after such changes are posted constitutes your acceptance of the modified T&C.
3. This Site and the information, names, images, pictures, logos regarding or relating to TechDome are provided on 'as is' basis without any representation or endorsement made and without warranty of any kind whether express or implied.
4. You agree to indemnify, defend and hold TechDome, Penang Tech Centre Berhad and its affiliates, if any, officers, directors, employees and agents, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including legal fees) resulting from (i) your use, misuse or abuse of the Site, the Site’s services or the information contained in the Site, or (ii) your breach of any provision of the T&C. You will cooperate as fully as reasonably required in TechDome's defence of any claim.
5. TechDome does not warrant that the functions or the material contained in this Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.
6. **Legal**
 - 6.1 The T&C shall be governed and construed in accordance with the laws of Malaysia. Any disputes shall be subject to the exclusive jurisdiction of the Malaysian Courts.
 - 6.2 The T&C are in addition to, and do not nullify, any other agreement between you and TechDome and/or Penang Tech Centre Berhad or any other applicable terms and conditions found on the Site. In the case of any direct conflict between the T&C and any other agreement between you and TechDome and/or Penang Tech Centre Berhad, the provisions of such other agreement shall control but only to extent applicable to the conflicting provisions. You agree to comply with all rules or restrictions that are posted on the Site. Notwithstanding the above, when you use an online financial portal to make a donation to TechDome and/or Penang Tech Centre Berhad, your use of that service is governed by the agreement with the financial institution(s) involved.
 - 6.3 If you do not accept the T&C in full, then you should terminate use of this Site immediately.
7. **Donations/contributions to TechDome**

7.1 TechDome welcomes monetary donations and financial support from all individuals (Malaysians or otherwise), institutions, organizations, corporations and other recognised entities.

7.2 Donation(s) to TechDome can be made in the following manner –

(a) donation in person by way of cash or cheque. If you wish to hand over the cash or post the cheque, TechDome's office is located at Penang Tech Centre Berhad (946261-M), c/o PDC Premier Holdings Sdn Bhd, Level 4, PDC Building, No. 1 Persiaran Mahsuri, Bayan Baru, 11909 Penang. Please do not send cash donation(s) through mail; and/or

(b) online donation by way of –

(i) direct debit to TechDome's bank account as setup on the Site, from the banks as setup on the Site through authorised payment gateways.

and

(ii) transfer of payment to TechDome's PayPal account number as setup on the Site.

We regretfully inform that TechDome currently does not accept donations by credit cards.

7.3 Kindly be advised that –

(a) by donating to TechDome, you warrant that you are over 18 years of age, or if you are below 18, that you have the necessary consent from your parent(s), guardian(s) or other adult(s) who's responsible over your upbringing;

(b) by making online donation(s), you warrant that the online mechanism that you use (online banking account, PayPal, credit card or otherwise) is owned by you or if the same does not belong to you, that you are authorised by the owner/account holder to use it; and

(c) online donation may incur an additional processing/transaction fee which will be charged by the financial institution concerned, whenever applicable. TechDome will not reimburse any costs/expenses incurred as a result of the same.

7.4 All donations made to TechDome, whether made in person or online or other means not specifically stated are –

(a) not to be deemed as gratification or inducement for favours from either TechDome, Penang Tech Centre Berhad as well as their affiliates, directors,

employees, agents, contractors and other related parties not stated herein;
and

(b) final and non-refundable. Cancellation of donation(s) is not allowed and we will not entertain any request for refunds for whatever reason.

8. Tax Exemption

8.1 Donations made to Penang Tech Centre Berhad in favour of TechDome are tax deductible under section 44(11C) of the Income Tax Act 1967 (as approved by the Malaysian Ministry of Finance effective from 1 January 2012 until 31 December 2016) ("**MOF's Approval**").

8.2 A receipt bearing MOF's Approval [No. (8.09) 248/40/7-1338Vol.12(SK.17)(4)] will be issued by Penang Tech Centre Berhad for every donation received. Such receipts will only be issued –

(a) once for each donation. Requests for duplicate copies will not be entertained;
and

(b) for donation by cheque when the said cheque has been cleared for payment.

8.3 The tax exemption only applies for donation(s) made in the same fiscal year which the tax returns are filed. TechDome will not be held responsible for your failure and/or refusal by the relevant authorities to process the tax exemption accordingly.

9. Disclaimer

9.1 Under no circumstances will TechDome be liable to you for any indirect, incidental or consequential losses or damages or loss of profits of whatever nature arising from the use of or access to, or inability to use or access the Site, and also unauthorised access to or alterations of your transmissions or data.

9.2 TechDome will do all we reasonably can to protect this Site and all internet communications passing between us and you, but this in no way imputes responsibility or liability on TechDome for any losses:

(a) fairly attributable to your failure to take reasonably precautions to prevent interception of or interference with any such communications (including,

without limitations) failure to use and keep up to date firewalls and anti-virus software on your own computer; or

(b) arising from fraudulent or unauthorised use of your credit or debit card or other forms of payment. If you become aware of fraudulent use or your card, or if it is lost or stolen, you should notify your card issuer as soon as possible.

9.3 The liability for loss of any amount or an issue with regards to transfer of funds will solely lie with you.

9.4 If you have a problem with your donation, the TechDome Site team will try our best to help but we take no responsibility to rectify the problem or retrieve any amount lost in the transfer of funds.

10. Privacy

In addition to the T&C, you should also read TechDome's Privacy Policy.

PRIVACY STATEMENT

1. TechDome's philosophy and approach

To better protect your privacy and the security of your information, we provide this privacy policy ("**Policy**") to explain TechDome's information practices and the choices you can make about the way your information is collected and used on the Site. By using our website you consent to the terms of this Policy. This Policy applies to all users of the Site.

2. What information does TechDome collect

2.1 Personal information

In general, the personal information TechDome collects about you includes but not limited to your name, contact details (including phone numbers and addresses) and your questions about various aspects of the information provided on the Site and your comments.

We will not collect any personally identifiable information about you through our Site unless you provide it to us voluntarily.

The information we collect varies, depending on how you use our Site. This Policy applies to all information collected or submitted to the Site. On some pages, you can make requests to join email announcement lists, participate in events, register to receive materials from us, or receive other types of information. The types of

personal information collected includes but not limited to: name, year of birth, shipping address, billing address, e-mail address, password, phone number, to complete purchases, and other general information relating to your areas of interest on our website such as donation preferences and questions.

If, at any time, you provide personal or other information about someone other than yourself, you warrant that you have that person's consent to provide such information for the purpose(s) specified.

2.2 Non-confidential information

Kindly be advised that you should not publish or communicate personal information, or at least limit the personal information that you publish or communicate, to the public via our services, such as our comments functionality (where you authorise the publication of the comment) and blogs ("**Non-Confidential Information**").

You hereby acknowledge that TechDome cannot and is not expected at any time to control any third party collection or use of your Non-Confidential Information. You agree however, that we may use and disclose Non-Confidential Information for any purpose and by any means whatsoever.

2.3 Non-personally identifiable information

Through third party software which TechDome may use for this Site, we will also collect aggregate, non-personally-identifiable information on users by recording the IP address from the computers of visitors to our site. An IP address is a number that is assigned to your computer when you surf the Web. Web servers, or the computers that provide the web pages to your computer for you to view, automatically identify your computer by its IP address. When you use your computer to request to view a page from a server, that server logs your IP address. TechDome does not link IP addresses to anything personally identifiable. Your visit to the Site will be logged; however, you will remain anonymous to us unless you choose to share information with us. We track the number of people that view each page of our website to better understand which features are most popular and best meet the needs of our visitors.

To the extent this information does not constitute personal information, we may use such information for any purpose and by any means whatsoever.

3. **Why TechDome collects information about you**

The primary purpose for which TechDome collects information about you is to provide you with TechDome's products and services as well as TechDome's events which you have requested or may have interest in.

We may state a more specific purpose at the point we collect your information. If you do not provide us with the information that we request, we may not be able to assist you in the manner which we would like to. For example, if you do not register as a member of a

website, you will not be able to access features or services that are otherwise reserved for members.

4. **How TechDome uses your personal information**

4.1 Your personal information may be used when -

- (a) sending you our email alerts about TechDome and our affiliate's events, new articles, newsletter if you have subscribed (opted-in) to them. The introduction/reminder of some new functionality or products and services with regards to the Site. TechDome requires you to opt-in to any mailing list, i.e. you have to tick which mailing list you would like to subscribe to. We do not pre-tick your subscription to any mailing list and therefore we do not ask you to opt-out if you do not want to contact you in that regard;
- (b) responding to your questions and comments;
- (c) responding to and fulfilling requests for products and services made through TechDome;
- (d) contacting you about the status of your donations and event registrations, whenever applicable;
- (e) contacting you for a request to fill out a feedback survey etc. You may choose however not to participate or provide feedback; and
- (f) any posting or sending of offensive, inappropriate or objectionable content anywhere on or to TechDome, or otherwise engaging in any disruptive behaviour on the Site, causes and/or compels TechDome to use your personal information to stop such behaviour.

4.2 Your information will be stored in our system till we deem it necessary to purge it from our system.

4.3 Control and use of cookies

(a) General information

- (i) a cookie is a small amount of data, which often includes a unique identifier that is sent to your computer or mobile phone browser from a website's computer and is stored on your device's hard drive;
- (ii) each website can send its own cookie to your browser if your browser's

preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Many sites do this whenever a user visits their website in order to track online traffic flows. Cookies record information about your online preferences and enables the site to identify your interests; and

- (iii) users have the opportunity to set their devices to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time. The last option means that certain personalised services cannot then be provided to that user and accordingly you may not be able to take full advantage of all of the site's features. Each Internet browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences. During the course of any visit to a website, the pages you see, along with a cookie, are downloaded to your device. Many websites do this, because cookies enable website publishers to do useful things like find out whether the device (and probably its user) has visited the website before. This is done on a repeat visit by checking to see, and finding, the cookie left there on the last visit; and

(b) How TechDome utilises the cookie(s)

- (i) information supplied by cookies can help TechDome to analyse the profile of our visitors and help us to provide you with a better user experience. In our effort to provide you with services customised to your interests, we use "cookies" to assist in the collection of information. When you register, we use a cookie to store a unique, random user ID;
- (ii) TechDome and other third party providers that are commissioned, use this ID to identify you anonymously in our database and to track the pages you visit on this Site. Tracking information such as cookies is also used to create aggregate reports on user demographics and Site traffic patterns. Information supplied by cookies can help us to provide you with a better online user experience and assist us to analyse the profile of our visitors; and
- (iii) TechDome uses cookies to access your account information (stored on our computers) in order to deliver better and more personalized services; identify which areas of the Site you have visited; all as part of our efforts to streamline your experience on the Site.

5. Disclosure of personal information by TechDome to third parties

We will not sell or rent your personally identifiable information to anyone. The Site's mailing

list, including the personal information we receive through the Internet is never sold or rented to any commercial organisations for profit. However, there will be instances when your personally identifiable information will be sent to other parties including but not limited to our affiliates when:

- (a) we have your consent to do so;
- (b) in case of comments provided by you, with your permission, TechDome may choose to publish the comments, if we feel that it would be of value to our online visitors. In this regard, you may choose how your name with regards to the comments is published, i.e., have your comment displayed along with just your nickname and country or your nickname and first name along with your country;
- (c) we need to respond to valid legal process. This includes a search warrant, subpoena, or court order, and any other instance when we believe we are required to provide information under the law; and

or

- (d) if you post or send offensive, inappropriate or objectionable content anywhere, on to the Site or otherwise engage in any disruptive behaviour on the Site, TechDome can use whatever information that is available to it about you to stop such behaviour. This may involve informing relevant third parties such as your Internet provider and law enforcement agencies about the content and your behaviour.

We may share aggregated, non-personally identifiable information about our users with affiliates or other third parties for better understanding of our website and visitor preferences.

6. **How do you correct your information**

Please assist us in keeping your information updated by notifying us of changes to your details and contact particulars, whenever applicable. Send your updated personal information to us through email titled 'Updated Information' at info@techdomepenang.org.

In the event you elect not to receive any future e-mails from TechDome and/or our affiliates, we will endeavour to remove your name from our contact list(s). Kindly note however, that information is sometimes difficult, if not impossible, to be removed from all data sources.

TechDome will not bear any liability under this Privacy Policy for our failure to accomplish this objective. If you have any questions or queries, please contact us at info@techdomepenang.org.

7. **How TechDome keeps your information secure**

Other than in relation to non-confidential information, we will endeavour at electronic and managerial levels to protect the personal information that we hold from misuse, loss, or

unauthorised access.

7.1 Credit card/banking account details

It is TechDome's policy not to store any credit card/banking account details. We use an online payment gateway system and any financial information that you provide during an online financial transaction is only privy to the financial institution(s) involved.

7.2 Access to data

Our organisation's values, ethical standards, policies and practices are all committed to the protection of customer information. In general, our business practices limit employee access to confidential information, and limit the use and disclosure of such information to authorized persons, processes and transactions. Employees designated to handle personal data will be instructed to do so only according to this Privacy Policy. TechDome limits access to your personal information to those persons that are required to fulfil the requests for information, services or products. Your personal information is password protected with access only to those selected to perform these tasks and authorized persons.

7.3 Review

Our operations and organisation's practices are periodically reviewed for compliance with corporate policies and procedures governing the security, confidentiality and quality of our information. This policy may be updated from time to time so please check this statement periodically as it is your responsibility to make sure you are aware of our latest policies.

7.3 Miscellaneous

Please note the following:

You acknowledge that the security of online transactions and the security of communications sent by electronic means or by post cannot be guaranteed. You provide information to us via the internet or by post at your own risk. TechDome cannot accept responsibility for misuse or loss of, or unauthorised access to, your personal information where the security of information is not within our control.

You acknowledge that TechDome is not responsible for the privacy or security practices of any third party (including third parties that we may disclose your personal information to). The collection and use of your information by such third parties may be subject to separate privacy and security policies.

TechDome cannot guarantee 100% security of any information that you disclose online, and you do so at your own risk.

If you suspect any misuse or loss of, or unauthorised access to, your personal information, please let us know immediately.

8. Linking to other websites

The Site may contain hyperlinks to websites owned and operated by third parties that are not under TechDome's control. These third party websites have their own privacy policies, including cookies, and we urge you to review them. They will govern the use of personal information you submit or are collected by cookies whilst visiting these websites. TechDome does not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk. These links, whenever available, are solely provided for the convenience and information of TechDome's visitors.

9. Terms of use & copyright

Commercial use or publication of any content displayed on this Site is prohibited without permission from TechDome. Nothing published on this site shall be construed as conferring any licence by TechDome to use any content displayed.

Documents may be copied for personal use only on the condition that copyright and source indications are also copied, no changes are made and the document is copied entirely. However, some documents and photos have been published on this site with the permission of copyright owners (who are not TechDome). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (whenever available, the sources are indicated within these documents/photographs).

TechDome takes no responsibility for the content of external websites.

Any communication that you transmit to, or post on, any area of the site including any information, or the similar material, is, and will be treated as, non-confidential and non-proprietary information.

Where there is any conflict between these terms and conditions and rules and/or specific terms of use appearing on this Site relating to specific material then the latter shall prevail.

10. Effective date and modifications

We reserve all rights to modify this Policy at our sole and absolute discretion. If we decide to change the Policy, such changes will be posted here. We encourage you to regularly visit this section for notification of amendment/insertion/deletion of the terms concerned. Changes to the Policy shall be deemed to come into effect as at the date of posting. Our Policy is currently as at 1 February 2014.

11. Contact us

If you have any query, kindly contact us at info@techdomepenang.org.

