

Term of Use

Latest Updated: December 27, 2023

Please read these Terms and Conditions of Use ("Terms") carefully before using our Website. You agree to be bound by these Terms by accessing or using our Website.

1. Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural form.

2. Definition

For the purposes of these Terms:

Country refers to Malaysia.

Company (referred to as either "the Company", "We", "Us" or "Our") in this Terms refers to myStrategists Consulting Sdn Bhd, Level 13A, ACE Tower, BO2-B, Menara 3, No.3 Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia.

Device means any device that can access the Website, such as a computer, a cell phone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Website.

Privacy Policy refers Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy below carefully before using Our Website.

Terms means these Terms and Conditions of Use that form the entire agreement between You and the Company regarding the use of the Website.

Third-Party Social Media Service means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Website.

Website refers to myStrategists Consulting, accessible from <https://www.mystrategists.co>.

You means the individual accessing or using the Website, or the company, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

3. Acknowledgement

These are the Terms and Conditions of Use governing the use of this Website and the agreement that operates between You and the Company. The Terms set out the rights and obligations of all users regarding the use of the Website.

Your access to and use of the Website is conditioned on Your acceptance and compliance with the Terms. The Terms apply to all visitors, users and others who access or use the Website.

By accessing or using the Website, You agree to be bound by the Terms. If You disagree with any part of the Terms then You may not access the Website.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Website.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company.

4. Use of Website

The information provided on or via Our Website should not be construed as and/or used as a substitute for any form of advice. Decisions based on this information are for your own account and risk.

We do not represent or warrant that Our Website functions without error or interruption.

The use of Our Website may hinder the use of other internet users, which can endanger/jeopardise the functioning of Our Website and/or affect the information provided on or via Our Website or the underlying software, is not permitted.

You agree to use Our Website only for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, without limitation, conduct which is lawful, or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive content or of defamatory, racially or ethnically objectionable material of any kind or disruption of normal flow of dialogue within Our Website. You will be responsible for, indemnify, and hold the Company harmless against any claim arising from any material that you post or transmit.

5. Intellectual Property

The Website and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Website is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

6. Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If, for any reason, such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

7. Links to Other Websites

Our Website may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions of use and privacy policies of any third-party websites or services that You visit.

8. Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach the Terms.

Upon termination, Your right to use the Website will cease immediately.

9. Exclusion of Liability

The Company shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings in connection with your access or use or the inability to access or use this Website (or any third party link to or from the Company's Website), reliance on the information contained in the Website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

This exclusion clause shall take effect to the fullest extent permitted by law.

10. Disclaimer

The materials on the Company's Website are provided on an 'as is' basis. The Company makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

In addition, the Company does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this Website.

11. Translation Interpretation

These Terms and Condition of Use may have been translated if We have made them available to You on our Website. You agree that the original English text shall prevail in the case of a dispute.

12. Modifications to These Terms and Conditions of Use

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking in effect. What constitutes a material change will be determined at Our sole discretion.

13. Privacy Policy

Your privacy is important to us.

It is the Company's policy to respect your privacy regarding any information We may collect while operating our Website. Accordingly, We have developed this privacy policy in order for you to understand how we collect, use, communicate, disclose and otherwise make use of personal information. We have outlined our privacy policy below.

- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Before or at the time of collecting personal information, We will identify the purposes for which information is being collected.
- We will collect and use personal information solely for fulfilling those purposes specified by us and for other ancillary purposes, unless we obtain the consent of the individual We obtain the consent of the individual concerned or as required by law.
- Personal data should be relevant to the purposes for which it is to be used, and to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by using reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification.
- We will make readily available to customer information about our policies and practices relating to the management of personal information.
- We will only retain personal information for as long as necessary for the fulfilment of those purposes.

We are committed to conducting our business in accordance with these policy in order to ensure that the confidentiality of personal information is protected and maintained. We reserve the right to change this privacy policy from time to time at Our sole discretion.

14. Trademarks

All trademarks, service marks, and logos displayed on this Website are the property of the Company and/or their respective third-party proprietors as identified on the Website.

Unless the prior written consent of the Company or the relevant third-party proprietor of any of the trademarks, service marks or logos appearing on the Website has been obtained, no license or right is granted to any party accessing this Website to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of the Company or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link to the Company's Website or any other site.

15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Malaysia, and you irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia. It is irrevocably agreed that the Courts of Malaysia shall have exclusive jurisdiction to hear and determine any disputes that may arise in connection with this Terms.

16. Contact Us

If you have any questions about these Terms, You can contact us:

By email: contact@mystrategists.co

By phone number: (60) 11 5630 6860