



## METHODIST COLLEGE KUALA LUMPUR MCKL COLLEGE (PENANG, PYKETT CAMPUS)

### WEBSITE TERMS AND CONDITIONS

#### 1. Introduction

These Terms and Conditions together with notices, policies and other binding documents referred to in this website (collectively, “**Terms & Conditions**”), set out the conditions for access and use of MCKL’s internet site <https://mckl.edu.my/>, its subdirectories and microsites (collectively, “**Website**”). If you disagree with any Terms & Conditions, you should immediately discontinue and refrain from accessing and/or using our Website. By accessing and using MCKL’s Website, you indicate that you accept all our Terms & Conditions.

#### 2. Use of Website

You agree to use the Website for lawful purposes only. You will **NOT** use the Website:-

- (a) in any way that breaches any applicable local, national, or international law or regulation (including but not limited to personal data protection laws and laws governing intellectual property);
- (b) in any way which may threaten, cause harm, or infringe on the rights of MCKL or any third party;
- (c) in any way that is unlawful, fraudulent or offensive, or which results in any unlawful, fraudulent or offensive act, purpose or effect;
- (d) to download, access, use, upload or send any material that infringes or may infringe on the personal or intellectual property rights of MCKL or any third party;
- (e) to transmit or procure the sending of any unsolicited or unauthorised promotional material, spam, or any other form of solicitation or undesirable materials;
- (f) to knowingly upload or submit any data, materials or content which contains viruses, corrupt files, computer codes or programmes designed to interrupt, limit, disrupt or corrupt the functionality of the Website or any software, hardware, servers, network, or other equipment connected to the Website;
- (g) to circumvent or reproduce the security systems, navigational structure or presentation of the Website or any content in order to obtain or attempt to obtain any information, personal data, or other materials thereof, or to gain or attempt to gain unauthorised access to any feature, system, server or network connected to the Website, whether by hacking, data harvesting or any other illegitimate means whatsoever;
- (h) to use or attempt to use the Website in any way or for any purpose other than as intended by MCKL.

#### 3. Linked Sites

You understand that other sites which may be mentioned or linked to the Website (collectively, “**Linked Sites**”) are independent sites not maintained by or related to MCKL. They are referenced solely for your information and convenience and are not to be construed as connected to or recommended/endorsed by MCKL. You should make your own independent assessment prior to any use of their services. You agree that your access to or use of the Linked Sites and/or their services are at your sole risk. MCKL accepts no responsibility for the Linked Sites or for any loss or damage that may arise from your access or use thereof.

#### 4. Intellectual Property Rights

All text, photographs, graphics, logos, emblems, user interfaces, sounds, music, artwork, computer code and other materials contained within the Website (including but not limited to the design, “look and feel”, expression and arrangement of the content of the Website) is owned by or licensed to MCKL.

You should assume that the Website and everything on the Website is proprietary and/or protected by copyright, trademark laws or other intellectual property rights. No licence is granted to you by implication,

estoppel or otherwise, to use, copy, reproduce, transmit or distribute any content or materials displayed on the Website except with the prior written consent of MCKL and/or the respective owners.

## **5. Cookies**

We may collect information about your use of our Website from web cookies. Cookies are packets of information stored in your computer which streamline your web experiences and assist in site navigation. Cookies identify the computer but do not identify the individual user. You are not obligated to accept cookies. Rejection of cookies may however affect your use and experience of the Website.

## **6. Disclaimer**

Information provided about enrolment into MCKL programmes, courses, subjects, and any arrangements for the said programmes, courses and subjects are an expression of intent only. No offer or undertaking shall be construed or implied even if the requisite conditions or criteria are met. MCKL reserves the right to discontinue, impose new conditions or limitations, or vary its programmes, courses, subjects, fees, and other arrangements at any time.

While MCKL has attempted to make the information on the Website as accurate as possible, the information is provided in good faith without any express or implied warranty. There is no guarantee that all information will be error-free, up-to-date and/or free of defects. We do not accept responsibility for any loss or damage which may be occasioned by access to the Website or the use of any information thereon. All access and use are at your own risk.

## **7. Limitation of liability**

In no event shall MCKL be held liable to any party for any loss or damage whatsoever arising from the use of the Website or reliance on any information provided on the Website (whether such losses or damages are foreseeable, known or otherwise), including but not limited to loss of opportunity or goodwill, injury to reputation, and/or direct, indirect, special, incidental or consequential losses or damages.

## **8. Privacy**

You are consenting to our processing of your personal data when you choose to share your personal data with us. MCKL's policy on personal data protection shall apply. Our Personal Data Protection Notice may be accessed and viewed on our Website.

## **9. General**

- (a) MCKL reserves the right to modify these Terms & Conditions at any time as it deems necessary. Your use of the Website shall constitute your acceptance of all prevailing Terms & Conditions, as updated from time to time.
- (b) If any of these Terms & Conditions or any part thereof is found by any court to be invalid, void, or unenforceable under any applicable law, then such provision shall be limited, excluded or deleted from these Terms & Conditions to the extent necessary without affecting the validity, continuity and enforceability of the remaining provisions which shall continue to apply to the fullest extent.
- (c) MCKL's failure to enforce or insist on strict performance of any of these Terms & Conditions shall not be construed as a waiver of any provision or right herein, nor shall any course of conduct between you and MCKL or any other party be deemed to modify any provision of these Terms & Conditions.
- (d) These Terms & Conditions shall not be construed or interpreted to confer any rights or remedies on any third parties.
- (e) These Terms & Conditions are governed by the laws of Malaysia, and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.

**Dated: September 2022**