

## **Nippon Paint Colour Scheme Professional Service**

### **Terms & Conditions**

#### **1. Application of these Terms & Conditions**

- 1.1 This document contains the terms and conditions (“Terms and Conditions”) governing the usage of this Website (<http://www.colourscheme.com.my/>) and subscription to the Nippon Paint Colour Scheme Professional Service, as provided by Nippon Paint Malaysia (“Nippon Paint”).
- 1.2 The user must read, agree with and accept all of the Terms and Conditions contained herein which include those terms and conditions expressly set out below and those incorporated by reference.
- 1.3 These Terms and Conditions shall be construed in accordance with and shall be governed by the laws in force in Malaysia. The user irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of Malaysia.

#### **1 Subscription of Service (Website only)**

- 2.1 The Nippon Paint Colour Scheme Professional Service is available only to, and may only be used by individuals who can form legally binding contracts under the law. Without limiting the foregoing, the Nippon Paint Colour Scheme Professional Service is only available to persons above the age of 18.
- 2.2 Registration and membership is subject to a minimum purchase of at least one of the packages available from the Nippon Paint Colour Scheme Professional Service. The user will be given a User ID which shall not be transferred or sold to another party. You may be asked to provide personal information (including credit card information) to Nippon Paint when registering as a member.
- 2.3 The user is solely responsible for all personal information shared with Nippon Paint during the usage of the Nippon Paint Colour Scheme Professional Service. Nippon Paint will use and protect all personal information of the user in accordance with Personal Data and Privacy Notice. The user acknowledges that data transmission over the internet are not completely secure, and Nippon Paint is not liable to provide absolute assurance that the provided information of the user will be secure at all times.
- 2.4 The user acknowledges that if the user does not register as a member of this Website, the user’s transaction activity in this Website will be limited. Employees of Nippon Paint and its related corporate bodies are entitled to become members of the Website, but are not entitled to participate in competitions (if any) organised by Nippon Paint on the Website.
- 2.5 Without limiting other remedies, Nippon Paint may at its sole discretion limit the user’s activity, temporarily or indefinitely suspend or terminate the user’s membership and refuse to provide services to the user if: (a) the user breaches any Terms and Conditions hereof or any terms incorporated by reference; (b) Nippon Paint is unable to verify or authenticate any information provided by the user which Nippon Paint deem as a

requisite and necessary; or (c) Nippon Paint believes that your actions may cause financial loss or legal liability to the company.

2.6 Nippon Paint may at its sole discretion change some or all of its services at any time. In the event Nippon introduces a new service, it shall be effective on the date expressly stated as the effective launch date of the service.

### **3 Terms of Sale**

3.1 Any person who is above 18 years of age and owns a valid VISA or MASTERCARD Credit Card is allowed to transact on the Website.

3.2 All transactions carried out are strictly non-refundable and are not available for exchange under any circumstances.

3.3 All purchases are transacted in Ringgit Malaysia (RM).

3.4 The user represents and warrants that (a) any credit information supplied by the user is true and complete; (b) charges incurred by the user will be honoured by the user's credit card company; and (c) the user will pay the charges incurred by the user at the posted prices, including any applicable taxes.

3.5 If the user subscribes to any of the colour packages, the paint vouchers will be sent to the user with the parcel consisting of the printed version of the colour schemes and colour cards. The paint voucher is presented in the form of a cash voucher for the user to redeem in its full value for any amount spent in any Nippon Paint dealer stores. The cash voucher(s) is not exchangeable for cash and no changes of the value will be made for the user.

3.6 The paint voucher is valid for 6 months from the issuance date, sent alongside the parcel. The paint voucher will be invalid if it is torn, defaced or altered in any manner.

### **4 Submission**

#### **4.1 Processing Time**

The user's subscription will be completed within 7-14 working days (not inclusive of Saturday and Sunday) and the printed version of the colour schemes will be delivered to the user's delivery address via domestic courier. In the event that there is a delay in delivery, the user is to contact Nippon Paint's Customer Careline at 1-800-88-2663 for further assistance. Nippon Paint will not be providing any refunds for the delay in delivery.

#### **4.2 Photo taking guidance**

Users are to take clear image(s) of each desired area, showing as much space of the area as possible. Remove as many décor items as possible, i.e. plants, photo-frames or any items that may obscure the wall areas.

Users are advised to photograph the area at a perspective angle so that our colour experts are able to demonstrate the colour matching of the featured wall and the main walls.

Panaroma images which combines more than one wall or 360 view of the space are strictly not allowed.

If the user's space is currently under renovation and mechanical works are yet to be completed; or has unfinished works, such as the hanging wires or partition, such images will affect the results of the colour matching. There may also be a delay in the processing time for up to 3-4 working days. However, the Nippon Paint team will aim to complete the service within the normal time frame of 14 working days.

#### 4.3 Uploading photos

The user will be requested to upload the images through the online system once the payment transaction is successful.

In the event payment is made and the uploaded files of the images are corrupted, please log on to the Website and re-upload the images.

File corruption can happen when there is interference while the user uploads the images or the image files are affected by malicious programming during its transition into the Website's server.

Once the required information is submitted, the user will not be able to make further amendments to the information.

### 5 Further Consultation

5.1 The colour schemes will only be stored in the system for viewing and for downloading for up to 3 months. All soft copies of the colour schemes will be removed from the system after 3 months from the date the colour schemes are uploaded onto the user's dashboard. Users are highly recommended to download the soft copies within the 3 month period. Nippon Paint will not be able to retrieve the deleted colour schemes should it have been deleted from the system.

### 6 Intellectual Property Rights

6.1 The user acknowledges and agrees that the copyright and other intellectual property rights inclusive of all information and materials on this Website are owned by Nippon Paint, its affiliates, suppliers or licensors unless otherwise expressly indicated. The Website content is protected by the Malaysian and international copyright and trademark laws.

6.2 The user agrees to not take the following actions without Nippon Paint's written permission:

- use Nippon Paint's trademarks, except for printing out a copy of this Website or as part of a reference to a Nippon Paint product or service;
- reproduce, copy, modify, merge, adapt, translate, re-publish, frame, upload to a third party, post, transmit, broadcast, communicate to the public or otherwise make the Website content available to the public;
- transmit or display the Website content on any computer, system or network which permits electronic access by more than one user at a time;
- use, sell, assign, rent, sub-license or otherwise deal with the Website content except as permitted by the Terms and Conditions; or
- any other action which would infringe Nippon Paint's rights or the rights of its content suppliers.

6.3 The user may view this Website using a web browser so long as the user does not change the Website's form of copyright and other proprietary notices. If the user is interested in a piece of content solely for the user's own personal and non-commercial use, the user may save, print or download a single copy of the content.

## **7 Privacy Policy**

7.1 By entering into any transaction on this Website, the user agrees that Nippon Paint may store, process and use data collected from the user for the purposes of processing the user's order. Nippon Paint does not sell, lease or share the user's data or any other individually identifiable information to other parties.

## **8 Modification of these Terms & Conditions**

8.1 The user agrees that Nippon Paint may at any time, at its sole discretion, modify:

- the display, look and feel of the Website;
- the package details and pricing;
- the Website content; or
- the Terms and Conditions, with such modifications shall automatically be effective from the time that they are initially posted on the Website or such date as specifically stated in our notification to be posted on the Website.

## **9 Disclaimer**

9.1 Except as provided by law, neither Nippon Paint nor its affiliates nor the officers, directors, employees and agents of Nippon Paint or its affiliates will be under any liability to the user, in contract, tort or otherwise, in respect of any loss or damage (including consequential loss or damage, loss of profits, economic loss or loss of information) which may be suffered or incurred or which may arise directly or indirectly from the usage of this Website and/or the Nippon Paint Colour Scheme Professional Service.

9.2 If the user is dissatisfied with this Website or any content on the site, or with the Terms and Conditions, the user's sole and exclusive remedy is to discontinue usage of the Nippon Paint Colour Scheme Professional service. The user acknowledges, by your use of the

Nippon Paint Colour Scheme Professional service and any of its other services, that the user's usage is at the sole risk of the user.

- 9.3 The user agrees to indemnify and hold Nippon Paint, its subsidiaries, affiliates, officers, directors, employees and agents harmless from any claim or demand (including reasonable solicitors' fees) made by any third party due to or arising out of your breach of the Terms and Conditions or your violation of any law or the rights of any third parties or the use of the Website or Nippon Paint Colour Scheme Professional Service.