

Privacy Policy

WTC2020 Data Privacy Notice

As you may be aware, the Malaysian Government has gazetted 15 November 2013 as the enforcement date of the Personal Data Protection Act 2010 ("Act"). The Act is intended to regulate the processing of personal data in Malaysia and requires us to notify you on matters relating to your personal data that is being processed, or that is to be collected and further processed by us.

In that regard, please be informed that your personal data (including name, address, telephone number and email) provided to IEM Training Centre Sdn. Bhd. in the course of your dealings or your business' dealings with WTC2020, may be processed by WTC2020, its affiliates or on behalf of WTC2020, for the following purposes:-

- A. to administer your accounts or business account(s);
- B. to provide you or your business with services;
- C. to communicate and liaise with you or your business;
- D. to respond to queries or requests submitted by you or your business;
- E. process orders or applications submitted by you or your business;
- F. administer or otherwise carry out our obligations in relation to any agreement that you or your business have with us;
- G. anticipate and resolve problems with any goods or services supplied to you or your business;
- H. to conduct research, market surveys and trend analysis;
- I. create Events or services that may meet your needs or your business' needs;
- J. other legitimate purposes as determined by WTC2020;
- K. to manage and administer any events, competitions or promotions entered by you or your business; and/or
- L. to provide you or your business with advertising and marketing information in relation to Events and services of WTC2020 and/or its business partners ("Digital Marketing").

By submitting your personal data to WTC2020, you:

1. declare that you have read, understood and accepted the statements set out in this privacy notice;
2. declare that the information provided to WTC2020 in your dealings are accurate, complete and true;
3. are giving your consent to the processing of your personal data that is being processed, or that is to be collected and further processed by us;
4. consent to the transfer of your data between WTC2020, its affiliates and/or third parties processing your data on behalf of WTC2020 in the manner and to the extent described in this privacy notice, irrespective of their location; and
5. consent to the transfer of your data to locations outside of Malaysia or disclosure to our business partners and/or service providers, who may be located within or outside Malaysia.

Except as set out in this notice, we will not disclose your personal data without your permission unless we are legally entitled or required to do so (e.g. if we are required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our customers or other individuals.

In order to process your personal data, your consent is required. If you do not consent to the processing of your personal data (other than your consent in relation to Digital Marketing), please send a written notice to WTC2020 indicating the same via e-mail to the relevant address set out below. As a consequence, we will not be able to carry out items (A) to (K) above and we will have to reconsider all of our dealings with you or your business, and/or disqualify you from any events, competitions or promotions hosted by us.

You may request WTC2020 to not process your personal data for the purposes of Digital Marketing by way of a written notice to WTC2020 via e-mail to the relevant address set out below. Upon receipt of your written notice, WTC2020 shall within a reasonable time period, cease to process your personal data for the purposes of Digital Marketing.

If you have any questions in relation to this notice, wish to make any complaints or request for access to your personal data, you may contact WTC2020's representative via e-mail at wtc2020@iem.org.my. Any request of access may be subjected to a fee and also to applicable provisions of the Act and/or its regulations. WTC2020 reserves the right to decline to process any requests which are incomplete, impractical and/or not made in good faith.

Terms & Conditions

OVERVIEW

This website is operated by IEM Training Centre Sdn Bhd. Throughout the site, the terms “we”, “us” and “our” refer to WTC2020. WTC2020 offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms and conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and conditions are considered an offer, acceptance is expressly limited to these Terms and conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and conditions. You can review the most current version of the Terms and conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE TERMS

By agreeing to these Terms and conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our Events for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Events are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - EVENTS OR SERVICES (if applicable)

Certain Events or services may be available exclusively online through the website. These Events or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right, but are not obligated, to limit the sales of our Events or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Events or services that we offer. All descriptions of Events or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any Events, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. These restrictions may include orders placed by or under the same customer account. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and conditions.

SECTION 8 - THIRD-PARTY LINKS

Certain content, Events and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, Events, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party Events should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We

reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all Events and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall WTC2020, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or

otherwise, arising from your use of any of the service or any Events procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless WTC2020 and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms and conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and conditions are effective unless and until terminated by either you or us. You may terminate these Terms and conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and conditions shall not constitute a waiver of such right or provision.

These Terms and conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous

agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and conditions).

Any ambiguities in the interpretation of these Terms and conditions shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms and conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Malaysia.

SECTION 19 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms and conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and conditions constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms and conditions should be sent to us at wtc2020@iem.org.my