

1.1 Welcome to the seqapaint.com.my website and/or the Seqa Paint mobile app (the "Platform"). These Terms of Use govern your access and use of the Platform and the use of any services, information and functions made available by us at the Platform ("Services"). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as "Seqa Paint Terms and Conditions") and you must consent to the processing of your personal data as described in the Privacy Policy set out at <https://www.seqapaint.com.my/privacy-policy/>. By accessing the Platform and/or using the Services, you agree to be bound by Seqa Paint Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to Seqa Paint Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.

1.2 The Terms of Use stated herein constitute a legal agreement between you and Sequoia Marketing Sdn. Bhd. (Company No.: 706992-U), a company incorporated in Malaysia and having its registered address at Lot 1665, Lorong IKS Bukit Minyak Satu, Kawasan Perindustrian IKS Bukit Minyak, 14100, Penang. ("Seqa Paint", "we", "us" or "our").

1.3 Seqa Paint reserves the right, to change, modify, add, or remove portions of these Terms of Use and/or Seqa Paint Terms and Conditions at any time. Changes will be effective when posted on the Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

2. USE OF THE PLATFORM AND/OR SERVICES

2.1 We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use, for the purpose of shopping for personal items sold on the Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

2.3 Certain services and related features that may be made available on the Platform may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. Seqa Paint shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

2.5 We reserve the right, but shall not be obliged to:

(a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate;

(b) prevent or restrict access of any an authorised user to the Platform and/or the Services;

(c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

(d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3. Colour Accuracy

The images of the color on the Website may be different based on the screen resolution and settings across various devices. Although Seqa Paint has made every effort to display the colours accurately, Seqa Paint cannot guarantee that a device's display of the colours accurately reflects the colours, which may vary based on the screen resolution and settings across various devices. Example : laptop, tablet, smartphone.

4. USER SUBMISSIONS

4.1 You grant us a non-exclusive licence to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your username, in connection with such review, comment, or other content. You shall 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 Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

5. TRADEMARKS AND COPYRIGHTS

5.1 All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as "Intellectual Property") shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.

5.2 No part or parts of the Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

6. Our limitation of responsibility and liability

6.1 All data and/or information contained in the Platform and/or the Services are provided for informational purposes only.

6.2 Without limiting the foregoing, Seqa Paint does not warrant that the Platform and/or the Services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

6.3 Seqa Paint and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

(a) Any access, use and/or inability to use the Platform or the Services;

(b) Reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;

(c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and

(d) any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

6.4 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable therefore.

7. HYPERLINKS

7.1 For your convenience, we may include hyperlinks to other websites or content on the Platform that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

8. TERMINATION

8.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other Seqa Paint Terms and Conditions. Upon any termination of these Terms of Use and/or other Seqa Paint Terms and Conditions, you shall immediately cease all access to and use of the Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that Seqa Paint shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of Seqa Paint, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services.