

TOUCH BY DESIGN (1469605-X)  
Unit 38-2, (1st Floor)  
Residence Park,  
Bukit Jalil,  
57000 Kuala Lumpur



## **TERMS & CONDITIONS**

Terms and conditions stated below applies to all clients of Touch By Design Sd Bhd. You are bound by these terms and conditions for any payments transacted through SenangPay gateway.

### **General**

Please note that Touch By Design Sdn Bhd have the rights to change the contents of the terms and conditions without any notice. Any violation of rules and regulations of these terms and conditions, Touch By Design Sdn Bhd will take immediate actions against the offender(s).

### **Site Contents & Copyrights**

Unless stated otherwise, all materials on this Site—including images, illustrations, designs, icons, photographs, video clips, and written content—are copyrighted, trademarked, trade dressed, or other intellectual properties owned, controlled, or licensed by Touch By Design Sdn Bhd.

### **Newsletter**

User shall agree that Touch By Design may send newsletter regarding the latest news/products/promotions etc through email to the user.

### **Indemnification**

The user shall agree to defend, indemnify and hold Touch By Design harmless from and against all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of our services.

### **Link to other sites**

Any access link to third party sites is at your own will not be related or involve to any such website if the user's content/product(s) got damaged or loss have any connection with third party site.

### **Inaccuracy Information**

From time to time, there may be information on Touch By Design that contains typographical error, inaccuracies, omissions, that may relate to product description, pricing, availability and article contents. We reserve the rights to correct any errors, inaccuracies, change or edit information without prior notice to the clients.

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## **Termination**

This agreement is effective unless and until either by the customer or Touch By Design. However, Touch By Design may discontinue the agreed payment method with the client without any prior notice and will be denying the access of the customer who is unable to comply the terms and conditions above.

## **Payments**

All services are subject to progress payments as agreed in signed contract. Payment can be made through various payment methods we have available, such as Visa, MasterCard or online payment methods.

Payments cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of services.

## **CANCELLATION AND TERMINATION ON SERVICE**

All deposits made are non-refundable. In the event the client decides to terminate the contract, a penalty will be imposed and works will be completed up to progress payment made. For full terms on termination, kindly refer to signed contract terms between Touch By Design and client.

## **PRIVACY POLICY**

### **Your Privacy**

We respect the privacy of your personal information, and we strive to maintain the confidentiality of your personal information given by you. The objective of collecting your personal data is to deliver products and services, future marketing purposes and to improve our services to you. Only our authorized employees have access to your personal information. We will not disclose information about our customers to third parties except where it is part of providing a service to you - e.g. arranging for a product to be sent to you, carrying out credit and other security checks and for the purposes of customer research and profiling or where we have your express permission to do so. We may also be required to disclose such information to regulators, lawyers, auditors, other companies in the same group, third party service providers and appointed marketing agency.

### **Your Consent**

We will not sell your name, address, e-mail address, credit card information or personal information to any third party (excluding partners from whom you may have linked to our site) without your permission.

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### **Communication & Marketing**

If you have engaged with us, we may occasionally update you on our latest news and announcements via e-mail, post & telephone. If you do not wish to continue to receive marketing from us and/or selected third parties, you should speak to our designers.

### **What are Cookies?**

A cookie is a small information file that is sent to your computer and is stored on your hard drive. If you have registered with us then your computer will store an identifying cookie which will save you time each time you re-visit Touch By Design. You can change the settings on your browser to prevent cookies being stored on your computer without your explicit consent.

### **Site Statistics**

We may disclose aggregate, anonymised statistics about the number of visitors to this Website or number of purchases made as required by our investors. We use an independent measurement and research company to gather data regarding the visitors to this Website on our behalf using cookies and code which is embedded in the site. Both the cookies and the embedded code provide statistical information about visits to pages on the site, the duration of individual page view, paths taken by visitors through the site, data on visitors' screen settings and other general information. Touch By Design uses and stores this type of information, as with that obtained from other cookies used on the site, to help it improve the services to its users. Further information regarding the way in which this information is obtained and used can be obtained by contacting us.