TERMS & CONDITIONS

Please take a moment and read these terms & conditions carefully. By accessing this Site and any pages thereof, you hereby acknowledge and agree to be bound by the terms & conditions below ("**Terms**") without limitation or qualification. If you do not agree with these Terms, please immediately discontinue access to this Site or any pages thereof.

We reserve the right to revise or modify these Terms at any time at our absolute discretion without prior notice to you. Your continued use and/or access of this Site constitute your agreement to and acceptance of such revised or modified Terms, and we suggest that you check these Terms regularly.

1. DEFINITIONS

For the purposes of these Terms:-

- "EMP" shall mean EXTREME MARKET PLACE SDN. BHD. (formerly known as TC Aluminium Castings Sdn. Bhd.) Registration no. 200601020007 (739760-H) ("EMP").
- "Site" shall mean this website, http://www.extrememarketplace.com which is owned and operated by EMP, and the pages thereof.
- "You" shall mean you, the person accessing the Site, and "your" shall be construed accordingly.

2. Governing Law & Jurisdiction

These Terms shall be governed exclusively by and are to be interpreted in accordance with the laws of Malaysia. The courts of Malaysia shall have the exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto, and any and all actions, disputes or controversies arising out of or in relation to your use of the Site.

3. Copyrights & Trademarks

The content, text, images, graphics, sound files, animation files, video files, and their arrangement on this Site are all subject to copyright and other intellectual property protection.

The copyright in the materials contained on this Site (including but not limited to the software, text, data and html codes) are either owned by EMP or is licensed to it by the respective proprietor(s). These materials may not be modified, transmitted, displayed, reproduced, published, or otherwise exploited or commercially dealt with in any manner without the express prior written permission of EMP. You may print, copy, download or temporarily store extracts from this Site for your personal use only.

All the trademarks, service marks and logos displayed on this Site are either the registered, pending registration and/or unregistered trademarks of TCMH or the respective third party proprietors as identified in the Site. Unless the express prior written consent of TCMH or the relevant third party proprietor has been obtained, nothing contained on the Site shall be construed as granting any license or right for you to use, copy or modify such trademarks, service marks or logos.

4. Linked Sites

This Site may contain links to other sites that enable users to leave this Site and go directly to the linked site ("Linked Sites"). These Linked Sites are owned and operated by third parties and are not under the control and/or supervision of EMP. The use of a Linked Site shall be subject to the terms of use and privacy policies stipulated by the operator of each Linked Site that you should review.

These Linked Sites are provided for your convenience only and shall not be interpreted as a recommendation and/or endorsement by EMP of the contents of the Linked Sites and/or any products or services appearing on and/or provided through such Linked Sites.

EMP makes no warranties (express or implied) and hereby expressly disclaims any responsibilities in respect of the contents, materials, products or services posted or offered at any of the Linked Sites. Your access and use of any such Linked Sites and their content, information, products or services shall be solely at your own risk. EMP shall not be responsible or liable for any any loss, expense or damage which may be suffered by you resulting from your use of or reliance on such content, information, products or services of the Linked Sites.

5. Disclaimer & Limitation of Liability

The availability, illustration, specifications and description of the products displayed on this Site are subject to change and/or update from time to time without prior notice.

Although all reasonable care has been taken to assure the accuracy of the contents on this Site, they are provided on an "AS IS" basis, and may contain errors or inaccuracies. To the fullest extent permitted by law, EMP hereby expressly disclaims all warranties and representations (whether express or implied) regarding the contents on the Site, including but not limited to their accuracy, adequacy, reliability and completeness; and the non-infringement of third party rights.

In addition, EMP does not warrant that:-

- (a) your access to this Site will be uninterrupted or that there will be no downtime, delays, failures, errors or omissions or loss of information as this Site is transmitted to the User;
- (b) no viruses or other contaminating or destructive materials or elements will be transmitted or that your device will not be damaged from your access and/or use of this Site.

To the fullest extent permitted by law, EMP shall not \be held responsible or liable under any circumstances whatsoever for any losses, damage or expenses which may be suffered by you arising out of or in connection with:-

- (1) your access or use of, or inability to access or use this Site; and/or
- (2) your reliance on or inability to use the contents or materials, information or functions on this Site; and/or

6. Privacy Policy

Our Privacy Policy is incorporated into these Terms. By submitting any personal information or data through this Site, you shall be deemed to have agreed and authorised EMP to access, process, store, use, transfer and/or disclose such personal information or data in accordance with EMP's Privacy Policy.