

## **Terms and Conditions**

### **What is our website**

The dtiara.com website welcomes you. Our website gives general information on our Group and its products and services.

D'Tiara Corp Sdn. Bhd. (Company No.376860-P) operates our website. It is a company incorporated in Malaysia. It is a wholly-owned subsidiary of Oilcorp Berhad (Registered Number 96197).

D'Tiara Corp Limited ("DCL") is a company incorporated in Jersey, Channel Islands.

### **What we mean when we use some terms**

When we use these words in these terms and conditions:

- "laws", we mean either the laws of any jurisdiction or the laws which apply to a jurisdiction (whichever happens to be the case).
- "we", "us" or "our", we mean D'Tiara Corp Sdn. Bhd.
- "you", "your" or "yours", we mean whoever uses or accesses our website.
- "your location", we mean where you are located.
- "our content", we mean our website and everything you see or hear on our website. They include, as examples, text, photographs, illustrations, graphics, logos, icons, sound and video clips and recordings and software.
- "our Group", we mean D'Tiara Corp Limited and its subsidiaries or one or some of them.
- "our terms", we mean these terms and conditions.
- "our website", we mean this website, the dtiara.com website.

### **You must follow our terms**

You should read our terms carefully. If you access or use our website, you agree to our terms. You must then follow them. If you don't agree to our terms, you must leave our website now. You cannot then access, use or download anything on our website.

## **We can change our terms**

We can change our terms at any time. If you access or use our website after we have changed our terms, you agree to our terms as changed and must follow them. You should always look at our terms every time you access or use our website. You can then see if we have made any changes since your last visit. Our terms were last revised on 22 July 2008.

## **Copyright**

Our Group either owns the copyright to our content or is licensed by third parties to use them. Copyright is subject to Malaysian law, international copyright law and the laws of your location.

You may download, store, print and copy selected portions of our content with these restrictions:

- You may only use our content for your personal or non-commercial use and to further business dealings with our Group.
- You cannot publish or post any of our content on any other internet site.
- You cannot publish or broadcast any of our content in or on any other media.
- You cannot change our content in any way.
- You cannot delete or change any copyright, trademark, intellectual property or confidentiality notices.
- You cannot use this web site for anything unlawful, abusive, libelous, obscene or threatening.

You cannot copy, download, print, publish, display, perform, distribute, transmit, transfer, translate, modify, add to, update, compile, abridge or transform or adapt in any other way all or any of our content without our prior written permission.

## **Trademark**

Trade marks, service marks and logos on our website are registered or unregistered trade marks of our Group or are licensed to our Group by third parties.

You cannot reproduce, display or use in any way any of them without our prior written permission.

## **Lawful access**

You must follow laws which apply to you when you access or use our website. You cannot access or use our website (or use our website in a certain way) if you break any laws when you do that.

## **Links**

Our website may contain links to other websites which we do not operate. We provide those links for your convenience only. They may not be current or be maintained.

We do not endorse, approve or recommend those web sites, their contents or their owners or operators. You access and use those web sites at your own risk.

## **Confidential/Proprietary information**

We do not want to receive confidential or proprietary information or materials from you through our website. If you choose to send us any information or materials:

- they will be deemed not to be confidential or proprietary;
- you will be deemed to have granted us an unrestricted and irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, sub-license, publicly display, perform, change, create derivative works from or in any event, freely use such information and materials.

We are free to use any ideas, concepts, know-how or techniques which you send us for any purpose.

## **Third party materials**

Third parties may provide us with information, articles and other materials for our website. They may include, third party news and stock-quotation services. We try to identify the source of those third party materials if that is practical. We only show those materials on our website for your interest and convenience. We do not endorse them nor the suppliers of those materials. We do not warrant or represent that those materials are current, accurate, complete or reliable. You use those materials at your own risk.

## **Services etc.**

We may say some things about our Group's products and services in our website. Whatever we say there is just to introduce those products and services in a general way. You cannot rely on our website to assess our Group's products and services. Anyway, if you decide to use any of our Group's products or services:

- you cannot decide on the basis of any information or statements in our website.
- You use them on the terms and conditions supplied to or agreed by you when you buy those products or services.

In any event, neither we nor our Group offer any products or services on our website. Our website cannot be treated as an offer by our Group of any products or services.

## **No offer or invitation to invest**

We do not in our website, offer or invite anyone to invest in or otherwise deal in any of our Group's shares or securities. We do not solicit anyone to do that either. Our website is not to be treated as being for any of those purposes.

You cannot rely on the information, opinions and materials on our website for investment decisions. You should ask an independent financial adviser to help you with investment decisions you may make in relation to our Group or its shares or securities.

## **Forward-looking statements**

Our website may contain forward looking statements. These may relate to various matters which may include, capital expenditure, cash flows, costs, demand, savings, capital employed, debt, earnings, dividends, efficiency, gearing, growth, improvements, investments, margins, profits, reserves, returns, sales, strategy, performance, prices, production, productivity, synergies, tax, value, trends, volumes and the effects of our Group's merger and acquisition activity. Those statements are our views at the time they were made on future events. Risks and uncertainties can affect those future events.

Forward looking statements may not be the same as the actual results. Many things could cause this. They include, future levels of industry supply, demand and pricing, political stability and economic growth, development and use of new technology, acts of competitors, natural disasters, wars and terrorism. Other factors and developments may also cause the actual results to materially differ from those in forward looking statements.

We are not obliged to update or give further information on forward looking statements.

## **Translations**

Our website may contain translations of information, statements or materials from English. They may be translated by a person or by computer software with no checks or reviews on the accuracy or completeness of the translation. These translations are provided for your convenience only. We are not responsible for the accuracy or completeness of the translation (whether made by a person or computer-generated).

## **Right to change website**

We may change the content and functionality of our website in any way. We can also limit access to our website or shut it down. We can do any of these at any time or for any reason and without notice. We are not responsible for any consequences.

## **No warranties**

All contents of our website are distributed without any warranty of any kind. We and all third party content providers disclaim all or any warranties which relate to our content or our website to the fullest extent possible under applicable law.

Our website is provided on an "as is", "as available" basis, without warranties of any kind, to the fullest extent possible under applicable law. Our Group disclaims all warranties (whether expressed, implied or statutory), including (without limitation), implied warranties of merchantability, fitness for a particular purpose, and noninfringement of proprietary or intellectual property rights.

Without limiting the above, we do not represent or warrant:

- That our website will be available at any particular time or location or that its operation will be uninterrupted or error free.
- That our website's content is free of viruses, worms or other code which may have contaminating or destructive properties.
- That our website is secure.
- That our website's content is up-to-date or complete or does not contain inaccuracies or typographical errors.
- Any matter which relates to the use, validity, accuracy, currency or reliability of or the results of the use of our website or any matter which relates to our website or its contents.
- The accuracy or functionality or performance of any third party software or content used in connection with our website.

Each exclusion of representations or warranties above does not restrict or reduce the scope of the other.

### **Limits on liability**

You access and use our website at your own risk. Our Group and its directors, officers, employees and agents will not under any circumstances be liable for any direct or indirect losses or damages which arise out of or in connection with:

- your access or use of our website.
- your reliance on any information or other material given in our website.

We will not (without in any way limiting the above) be liable for any matter in respect of which we expressly do not represent or warrant under our terms.

### **You must take your own precautions**

You must in any event take your own precautions to ensure that the process you employ to access our website does not expose you to viruses, worms, other code which may have contaminating or destructive properties or other forms of interference or security breaches which may damage or affect the security of your computer system.

### **No assignment**

You may not assign or transfer any rights you may have under our terms.

### **No waiver**

We do not waive our rights under these terms by not exercising them.

### **Complete terms**

Our terms constitute the entire agreement between you and us in relation to your access to and/or the use of our website.

### **If terms are not enforceable**

If any competent court or authority determines any of our terms or any of it to be invalid, unlawful or unenforceable to any extent, the other provisions of our terms will continue to be valid and enforceable to the fullest extent permitted by law.

### **Governing law**

Our terms are governed by and interpreted in accordance with English law. You shall bring any court proceedings in Malaysia.