

WEBSITE TERMS OF USE

Thank you for visiting our website and reviewing our terms & conditions and privacy policy. Please read the terms & conditions and privacy policy before using the site or submitting any personal information. Access and use by you of this site constitutes your acceptance of these Terms and Conditions. This takes effect from the date on which you first use this website.

Note: The terms & conditions and privacy practices set forth are for this website only. If you link to other websites, please review the terms & conditions and privacy policies posted at those sites.

DEFINITION

For the purposes of this Terms of Use Policy:

“**You**” or any derivation thereof, as used herein refers to the owner of the personal data, which includes both the student and the parent/legal guardian of the child.

“**Garden International School (“GIS”)**” or referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement refers to Garden International School.

“**Account**” means a unique account created for You to access our Service or parts of our Service.

“**Website**” or “**Site**” refers to Garden International School Website, accessible from gardenschool.edu.my

“**Service**” refers to the Website and/or the services that GIS provides.

“**TEG**” refers to Taylor’s Education Group.

“**Third-party Social Media**” Service refers to any website or any social network website through which a User can log in or create an account to use the Service.

“**Personal Data**” is any information that relates to an identified or identifiable individual. Generally, the personal data that We collect and process, include but is not restricted to:

Name, Identification number (NRIC), Passport number, Address, Contact numbers, Personal email address, Photo and images, Nationality, Student’s Gender, Date of birth, Previous qualification, Parents’/guardian’s marital status, Emergency contact person(s) details, Billing-related information, Employment/occupation

“Sensitive Personal Data” under the Act and these include, but not restricted to:
Race, religion, data relating to health, records of misconduct and disciplinary action, records of criminal offence, family court orders

As a result of the Covid-19 pandemic, we are collecting and processing new types of information about students, parents and staff (“Individuals”) including whether individuals are displaying symptoms of the virus, the health status of individuals within the same household, the results of any COVID-19 testing, and the various locations individuals have visited since the outbreak started.

This sensitive information shall be treated carefully by the School and will only be used for specific purposes. It will not be released to a third party without your explicit consent unless it is necessary to protect your vital interests, health or safety emergency or in the context of Covid-19 crisis.

“Cookies” are small files that Your web browser stores in Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website.

“Device” means any device that can access the Service such as a computer, mobile phone or a digital tablet.

“Device Information” or **“Usage Data”** refers to the information We collect when you visit the Site, We automatically collect certain information about Your device, including information about Your web browser, IP address, time zone, and some of the cookies that are installed on Your device. Additionally, as you browse the Site, We collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site.

TERMS & CONDITIONS

Use of our Websites

The use of GIS website located at gardenschool.edu.my is subject to the terms and conditions set forth below. Please read the following Website Terms and Conditions, which relate to information regarding general use of our websites. By using our website, you are agreeing to accept and abide to these Terms and Conditions whether as a guest or registered user. From time to time we may change these Terms and Conditions and will post revisions on this website. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

Intellectual Property

All trade names, trademarks and other logos on GIS website are proprietary to their respective owners and are protected by applicable trademark and copyright laws. The content, layout, design, data, databases and graphics on this website are protected by Malaysian and other international intellectual property laws and are owned by Taylor's Education Group of Companies. Unless expressly permitted in writing, no part of the website may be reproduced, stored in any medium, including but not limited to a retrieval system or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording, broadcasting). Nothing contained on GIS Website should be construed as granting any license or right to use any of the names, trademarks and other logos displayed on the Website without the express written permission of GIS

Any material you upload to our sites will be considered non-confidential and non-proprietary (unless otherwise stated on the site or within our privacy policy) and for such content you grant us a transferable, royalty free, worldwide, irrevocable license to use, copy, distribute, edit, amend, disclose, sub license to third parties and create derivative works in whole or party of any such material for any purpose, in any media. We may remove, edit or amend any such material at any time without notice to you. To the extent moral rights attach to any material to the fullest extent permitted by law these are waived in our favour.

You undertake that all materials uploaded by you is the original and does not infringe any third party rights. We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to any of our sites constitutes a violation of their rights, including without limitation, their intellectual property rights, reputational rights or of their right to privacy.

Disclaimer

The website may contain forward-looking statements which are based on GIS current expectations, forecasts and assumptions based on management's good faith expectations and belief concerning future developments. In some cases, forward-looking statements may be identified by forward-looking words like "would", "intend", "hope", "will", "may", "should", "expect", "anticipate", "believe", "estimate", "predict", "continue", or similar words. Forward-looking statements involve risks and uncertainties which could cause actual outcomes and results to differ materially from GIS expectations, forecasts and assumptions. We caution that these forward-looking statements are not statements of historical facts and are subject to risks and uncertainties not in the control of GIS including, without limitation, economic, competitive, governmental, regulatory, technological, virus and other factors that may affect GIS operations. Unless otherwise required by law, GIS disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Although we believe the expectations reflected in forward-looking

statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

GIS Website Content to the fullest extent permitted by law, is provided on an "as is" basis, without any guarantees, conditions or warranties as to accuracy. Due to the number of sources from which GIS Website Content is obtained, and the potential hazards of electronic distribution, there may be delays, omissions or inaccuracies in the GIS Website Content. GIS is not liable for any loss or damage to any person upon reliance to the contents on the website.

GIS does not make any guarantee or warranty as to the accuracy or completeness of or results to be obtained from accessing and using GIS Website Content or that this web site or its server are free of computer viruses or other harmful items, nor any material that can be accessed through GIS website.

GIS and on behalf of GIS directors, officers and employees disclaim any and all warranties, and exclude liability for any losses and expenses of whatever nature and howsoever arising, including without limitation to lost time, lost money, lost profits or good will, claims of third parties or other losses of any kind or character (including, without limitation, direct, indirect, incidental, consequential, special, exemplary or lost profits) resulting from the use or inability to use the web site or the material, whether based on warranty, contract, tort, or any other legal theory, and whether or not GIS is advised of the possibility of such damages.

Your Account and Password

We may provide you with an account login (including a username and password) to verify your identity when you use this website or use any Service under this Website. You must ensure that your account details are complete and accurate upon submission, that the information that you have given is correct and true, and you must keep your account details up-to-date. You agree to not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

Your username and password are personal to you and you must at all times keep your username and password secure and confidential and not disclose them to any third party.

You agree that you are solely responsible for any use of the website and Service by any person using your username and password (including any purchases made via the website). You agree to release and indemnify us in relation to any claims, loss or liability arising out of the unauthorised use of your username or password (including any failure to keep your username or password secure and confidential).

You agree to notify us immediately by email to enquiry@gardenschool.edu.my of any unauthorised use of your account or any other breach of security.

Completing Forms on the GIS website

If you choose to provide us with information via a form on the GIS website we will use that information only to complete the request specified by that form, or to update you regarding similar products and services to those purchased.

- If you choose to complete any GIS form, we will collect your information by an automated process;
- We will not share your information with any third party, other than as described above in Your Use of the GIS Website and our Privacy Policy;
- We do not create individual profiles with the information that you have provided;
- We will retain the information provided by you only for so long as is reasonably appropriate under the Data Protection Act.

Web Beacons and Analytics Services

Our website, other applications used, and emails may contain an electronic image known as a web beacon (or single-pixel gifs). We use these to help deliver cookies on our websites, analyse promotional email messages, count users who have visited our websites, deliver content and to determine whether users open emails and act on them. The actions and data that We capture includes:

- When an email is opened
- When a link is clicked
- Date/time email was delivered, opened, clicked
- Time spent viewing email (in seconds)
- Email client (Gmail, Outlook, Apple Mail iOS, etc.)
- Browser (Chrome, IE, Firefox, etc.)

Information obtained by Google Analytics

This website uses the Google Analytics web analysis service and enters into an agreement with Google as the data processor. Google Analytics stores a persistent cookie on your hard drive. The information in this cookie (including your IP address) is transmitted to Google and stored on Google servers. Google uses this information to anonymously analyse your use of the website, compile reports on your website activity for site operators, and provide other services related to your website activity and Internet usage. Google may transfer this information to third parties where required to do so by law or where those third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

By using this website, you consent to Google's processing of data about you. For a review of Google Privacy Policy please see <https://policies.google.com/privacy>.

Virus protection

We make every effort to check and test material at all stages of production. It is always wise for you to run an antivirus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

Photography

On enrolment of the child(ren) to the School, Parents have consented to the use of child(/ren)'s photographs, images and recordings in any media and for whatever purpose as the School deem fit, including without the limitation for any promotional materials or for any promotional materials within the Taylor's Education Group, including website of the School and other educational institutions within Taylor's Education Group. If there is an image, photograph or video of you or your child used anywhere on our website that you wish us to consider removing, please contact us at +603-6209 6888 / enquiry@gardenschool.edu.my

Prohibited Conducts

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our express written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under Malaysian and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

You agree that you shall not directly or indirectly attempt or actually disrupt, impair or interfere with, alter or modify the GIS Website Content;

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

COOKIES

Cookies Usage

- When you use Our website, We may place several cookies in Your web browser. We use cookies to secure the basic functionality of the Website, which also includes following Your navigation on the Website, as well as remembering the visitor. We use both our own cookies, as well as third-party cookies.
- Using cookies for this purpose is a common, generally accepted practice on the Internet. We may use temporary cookies to enhance, customise, or enable Your visit to this website.
- Temporary cookies do not contain personal information that can be used to identify you, do not compromise Your privacy or security, and are erased when you close Your browser.

Types of Cookies Used

Category	What do they do
Necessary	These cookies are essential to make the website functional and work. The enablement of these cookies is to enable specific features, without which the user experience would be null.
Analytics / Performance	Cookies are used to determine performance; We use these cookies to understand and improve our services.
Targeting / Marketing	GIS may use these cookies to show you relevant advertising and targeted ads. We may also use them to learn about ad utilisation and the action taken with a specific marketing cookie, e.g., to visit and download a brochure or form, join a webcast etc. Similarly, partners may use the same process to determine ad performance, and the use of ads both on and off the website.
Preferences / Functional	These cookies define Your preferred setting and communication preferences.

Managing Cookies

Depending on personal preference and the browser used, you may limit or delete cookies. This preference can be implemented within Your web browsers and gives you the ability to manage cookies to suit Your requirements. In some browsers, you can set up rules to manage cookies on a site-by-site basis, giving you more fine-grained control over Your opt-out needs. This means that you can disallow cookies from all sites based on Your privacy preference. Deletion of

cookies can, however, disrupt the quality of the Service, including preventing further access to the Services.

If you use our service without explicitly opting out, it means that you understand and agree to data collection for the purpose of analytics and improving the service quality.

Legal Disclaimer for Website Content

Information on this Website is provided for information purposes only. Any information obtained from this Website should be reviewed with an appropriate authority to determine its applicability to your particular needs. Great care has been taken to maintain the accuracy of the information provided on this Website. However, GIS Taylor's Education Group and their employees do not accept any liability to any party for loss, or damage incurred by reliance on the information contained in this website or through omission or errors how so ever caused.

GIS reserves the right to amend the procedures contained in this document from time to time.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of this website with or without notice and for any reason, including, without limitation, breach of these terms and conditions of use.