

## Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE ONLINE SERVICES OF THIS WEBSITE. BY USING THE ONLINE SERVICE, YOU AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THEM.**

### GENERAL

1. In these Terms and Conditions the following expressions shall have the following meanings:
  - a. "Customer" or "Customers" or "you" or "your" shall mean you and all other persons who places an Order to purchase the Products on this website under your Login.
  - b. "Glamorous" or "we" or "us" or "our" shall mean Our Glamorous Time Boutique (Business Registration No. 202103333463 (SA0574576-K)) who is the seller of the Products by Our Glamorous Time Boutique Online.
  - c. "Our Glamorous Time Boutique Online" shall mean the medium by which Products are offered for sale by Our Glamorous Time Boutique to the Customer through this Internet website owned by Our Glamorous Time Boutique.
  - d. "Intellectual Property" shall mean inventions, literary and artistic works, and symbols, names, images, and designs for which intellectual property rights are recognized, including (without limitation) patents, designs, present and future trademark or copyright, trade name, trade dress, trade secrets, and service marks and other property rights (whether or not registered or registrable by any means), and the right to file an application for registration and protection of any of the foregoing.
  - e. "Login" shall mean a Customer's access name to Our Glamorous Time Boutique Online under that Customer's registration.
  - f. "Order" or "Orders" shall mean the order(s) submitted by you to purchase the Product from Our Glamorous Time Boutique Online under your Login.
  - g. "Product" or "Products" shall mean any and all the products offered for sale by Our Glamorous Time Boutique Online.
  - h. "Terms and Conditions" shall mean the terms and conditions contained herein including any modifications and amendments or additions thereto from time to time.
2. All the Products sold by Our Glamorous Time Boutique through this site are sold subject to these Terms and Conditions. By submitting your Order for processing by Our Glamorous Time Boutique Online, you confirm and affirm that you have read, understood and agree to the Terms and Conditions in the form in which they appear at the time your Order is submitted for processing.

3. These Terms and Conditions including the Personal Data and Privacy Policy shall prevail over any other document purporting to have a contractual effect including any Our Glamorous Time Boutique's store policy.
4. The Customer shall agree to complete the registration process according to Our Glamorous Time Boutique's requirements as stated on this site. The Customer shall provide Our Glamorous Time Boutique with complete and updated information which shall include (but shall not be limited to) the Customer's legal name, address, telephone and fax numbers (optional) and e-mail address. If the Customer provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), Our Glamorous Time Boutique has the absolute right to suspend or terminate the registration of such Customer and/or refuse any and all its current or future use of this site.
5. Registration is open to residents in Malaysia aged 18 and above. Our Glamorous Time Boutique has the absolute discretion to refuse the registration of a potential Customer for any reason whatsoever and to terminate the registration of any of its Customers for any reason whatsoever. Once the Customer has completed and submitted its registration, we shall deem that the Customer has opted in to receive email communication and text message from us and the Customer shall be responsible for all charges imposed by the Customer's mobile phone carrier, if any.
6. The Customer shall be liable for every Order made under his/her Login and agrees to indemnify Our Glamorous Time Boutique for all claims, damages whatsoever made by any third party arising from the actions of a person placing Orders for the Products using the Customer's Login. The Customer shall be responsible for updating his registration information. The Customer shall immediately notify Our Glamorous Time Boutique in the event of any unauthorized use of the Customer's Login.
7. The Customer may place his Order via Our Glamorous Time Boutique's website at: <https://ourglamorous.com>. After placement of Order, the Customer will receive an email acknowledging receipt of Order. For clarification, such acknowledgement of receipt of Order does not constitute confirmation of acceptance of Order and it does not guarantee stock availability. The inclusion of any Products or services on this site at a particular time does not guarantee that the Products or services will be available at all time.
8. Our Glamorous Time Boutique shall make every effort to fulfill Orders placed by Customers through the Our Glamorous Time Boutique Online, but Our Glamorous Time Boutique shall not be liable to any person if Our Glamorous Time Boutique shall decline to accept all or part of an Order for whatsoever reason, including but not limited to an unforeseen change to the Products (as the case may be), or because the Products may be unavailable. If applicable, Our Glamorous Time Boutique will proceed to fulfill the remainder of the Order in accordance to these Terms and Conditions.
9. Access to Our Glamorous Time Boutique Online is gained through use of a personal password. The Customer shall ensure that the password is kept strictly confidential to prevent unauthorized use. The Customer shall accept responsibility for all activities that occur under the Customer's Login and password. Our Glamorous Time Boutique shall use its best endeavors to prevent any unauthorized entry to the Our Glamorous Time Boutique Online Internet site. However, Our Glamorous Time Boutique shall not be liable

for any damages or losses whatsoever if any third party gains unauthorized access to the Our Glamorous Time Boutique Online Internet site.

10. All pictures and images of the Products displayed on this site are for illustration purposes in order to help the Customer to recognise the Products only. The actual size, dimension and colour of the Products may differ and these may not reflect exactly on the pack you receive due to packaging redesign and improvements.

## PRICE AND PROMOTION

1. Unless otherwise stated, all prices quoted are in Malaysia Ringgit. Where applicable, you shall be charged according to the prices stated in this site and such other miscellaneous charges such as delivery charges, administrative charges and service charges, inclusive of sales and service tax (SST).
2. Our Glamorous Time Boutique shall make every effort to ensure that the prices, details and sizes of Products detailed by Our Glamorous Time Boutique Online are correct at the time when the information was inputted onto the system but Our Glamorous Time Boutique reserves the right to vary the price and other details, descriptions or specifications of the Products without notice.
3. The prices advertised by Our Glamorous Time Boutique Online are for home delivery shopping only. Prices for some Products may differ from those charged at Our Glamorous Time Boutique shops. The price of certain Products is subject to change without prior notice based on market price fluctuation and promotions.
4. The price of the Product and Promotion will be as stipulated at all times on Our Glamorous Time Boutique Online, except in the case of an obvious error. Our Glamorous Time Boutique will make every effort to ensure that the prices featured on the website are correct, error may occur. If any errors were discovered on price of any of the Product and Promotion that the Customer have ordered, Our Glamorous Time Boutique will notify Customer as soon as possible and provide the option of confirming order at the correct price. If Our Glamorous Time Boutique is unable to contact the Customer, the Customer's order may be cancelled and the amount paid by the customer will be refunded in full via the original payment method the Customer used.
5. Not all Products sizes will correspond exactly to the description offered by Our Glamorous Time Boutique Online. Our Glamorous Time Boutique reserves the right to provide the nearest size of Product at the nearest price subject to the availability of Products.
6. Discrepancies between the on-line bill/Order price and the final bill may be due to out-of-stock products, substitutions, special offers and daily price changes. Our Glamorous Time Boutique reserves the right to adjust the final bill after the on-line bill/Order price is presented or conveyed to the Customer and such adjustments shall be marked on the final bill presented to the Customer at the time of delivery.
7. In the event of different special offers or promotions being made available to the Customer simultaneously for the same Product, the Customer may select one such offer or promotion per Product but shall not be entitled to a combination of all such offers or promotions per Product.

8. Our Glamorous Time Boutique may from time to time set credit limits for individual Customers and Our Glamorous Time Boutique reserves the right to limit sales and quantities of Products including the right to prohibit sales to re-sellers and to revise, suspend or discontinue a Product, sale or promotion at any time without prior notice to the Customer.
9. Voucher Redemption for registered member only.

## PAYMENT

1. Payment for Products ordered through Our Glamorous Time Boutique Online can be made by a valid VISA or MasterCard and E-Wallet only. Our Glamorous Time Boutique shall not be liable for any credit card and/or any mean of payment fraud.
2. All payment in respect of an Order must be cleared before delivery of the Products. If the payment cannot be processed, the said Order will be rejected and the Customer is advised to contact its card issuer to resolve any problem concerning the use of its credit card in order to continue with the Order.
3. Our Glamorous Time Boutique may change at any time the method by which payments for Our Glamorous Time Boutique Online Orders may be effected and such changes may be notified to the Customer by e-mail or by placing a notice to this effect on the Our Glamorous Time Boutique Online Internet site.
4. If payment to an Order has already been made but the Order is rejected by Our Glamorous Time Boutique, you will be entitled for your refund but the receipt of the refund will depend on the period of time your financial institution takes to finalise the refund. Our Glamorous Time Boutique shall not be liable with respect to any loss, damage, cost or expense that you or any person may incur as a result of any delay in your financial institution processing the said refund.

## DELIVERY

1. Our Glamorous Time Boutique shall use reasonable endeavors to deliver Products of acceptable quality to the delivery address specified and keyed in by the Customer but Our Glamorous Time Boutique cannot guarantee any firm delivery time and Our Glamorous Time Boutique shall not be liable for any delay in its delivery services, if the delay has been due to causes beyond the control of Our Glamorous Time Boutique.
2. Your Order will be delivered to you via the service of a courier service company of our choice. Please allow six (6) to ten (10) working days for Peninsular Malaysia and eight (8) to twelve (12) working days for East Malaysia including Labuan for processing from date of Our Glamorous Time Boutique's confirmation of acceptance of an Order within the aforesaid areas unless otherwise notified by Our Glamorous Time Boutique. Please note that we will not accept delivery to a P.O. Box address and it might not be possible for delivery to some locations within the aforesaid areas in certain circumstances. If delivery to some locations is not possible, we may contact you to arrange for delivery to an alternative address. Delivery Charges will be calculated based on the weight of the Order received :-

### Order received

### Delivery charges

#### Peninsular Malaysia

For Order 4kg or less per delivery per location

RM7.50

For Order more than 4kg per delivery per location

RM7.50 for the first 4kg and RM2.00 for every additional kg or any part thereof

#### East Malaysia (Sabah, Sarawak including Labuan)

For Order 1kg or less per delivery per location

RM15.00

For Order more than 2kg per delivery per location

RM25.00

For Order more than 3kg per delivery per location

RM30.00

For Order more than 4kg per delivery per location

RM35.00

## **International Shipping**

### **Borneo**

For Order 1kg or less per delivery per location	RM75.00
For Order more than 2kg per delivery per location	RM107.00
For Order more than 3kg per delivery per location	RM142.00
For Order more than 4kg per delivery per location	RM174.00

### **China**

For Order 1kg or less per delivery per location	RM42.00
For Order more than 2kg per delivery per location	RM75.00
For Order more than 3kg per delivery per location	RM105.00
For Order more than 4kg per delivery per location	RM125.00

### **Cambodia**

For Order 1kg or less per delivery per location	RM86.00
For Order more than 2kg per delivery per location	RM128.00
For Order more than 3kg per delivery per location	RM165.00
For Order more than 4kg per delivery per location	RM205.00

### **Hong Kong / Macao / Taiwan**

For Order 1kg or less per delivery per location	RM98.00
For Order more than 2kg per delivery per location	RM135.00
For Order more than 3kg per delivery per location	RM160.00
For Order more than 4kg per delivery per location	RM195.00

### **Singapore**

For Order 1kg or less per delivery per location	RM50.00
For Order more than 2kg per delivery per location	RM68.00
For Order more than 3kg per delivery per location	RM85.00
For Order more than 4kg per delivery per location	RM105.00

### **Philippines / Indonesia / Thailand**

For Order 1kg or less per delivery per location	RM72.00
For Order more than 2kg per delivery per location	RM105.00
For Order more than 3kg per delivery per location	RM138.00
For Order more than 4kg per delivery per location	RM172.00

**Vietnam**

For Order 1kg or less per delivery per location	RM82.00
For Order more than 2kg per delivery per location	RM122.00
For Order more than 3kg per delivery per location	RM161.00
For Order more than 4kg per delivery per location	RM200.00

3. No delivery services shall be available on Sunday & public holidays.
4. Address cannot be changed once order is paid; Our Glamorous Time Boutique is not liable for wrong address in the invoice.
5. Where Customer is not available to receive the delivery, a notification card will be left at the delivery address. An attempt will be made to contact the Customer for a second delivery. If Customer is still not reachable at second attempt, a notification card will be left for the Customer to collect the parcel from the nearest courier service branch. If delivery is delayed due to the Customer's undue delay or unreasonable refusal to accept delivery or if the Customer fails or refuses to collect the Products within the stipulate time as stated by courier service from the date of first notification, the Order will be deemed void and has no further effect but the Customer shall bear all the relevant cost incurred by Our Glamorous Time Boutique (including but not limited to the delivery cost and administrative charges).
6. If the Customer is not personally available to accept delivery, a representative may accept delivery on behalf of the Customer provided always that the said representative must be over 18 years of age and capable of receiving the delivery. The Customer or its representative may be required to produce proof of identity on delivery or collection of Products and all deliveries shall be signed off by the Customer or its representative on the delivery invoices.
7. Our Glamorous Time Boutique reserves the right to withhold delivery of the Products to the Customer if it has any doubts whatsoever as to the Customer's credit worthiness or insufficient identification.

## CANCELLATION OF ORDER

1. The Customer may cancel the Order up to the point in time before Our Glamorous Time Boutique has confirmed its acceptance of the Order and the Customer will not incur any cost in doing so. If the Customer wishes to vary its Order, the Customer is required to first cancel the said Order and to replace it with a new Order thereafter. No cancellation is allowed after payment is made by the Customer.
2. Subject to the Customer's consent, Our Glamorous Time Boutique may substitute a Product for another similar Product if the initial Product ordered by the Customer is unavailable.
3. If there is no prior consent from the Customer for a substitution, no substitution shall be made.
4. No cancellation is allowed if payment have been made.

## OUT OF STOCK POLICY

Please keep in mind when you make purchase through [www.ourglamorous.com](http://www.ourglamorous.com), our stock fluctuates throughout the day. If we are out of stock, we will make every effort to ship your order either fully or partially as soon as possible. The lead-time could be as long as 5 - 7 days. In the event that we are not able to secure the stock in 7 days, we will process refund based on the amount you have paid.

## PROPERTY RISK

All risk in the Products shall pass to the Customer upon delivery to the Customer's delivery address but Our Glamorous Time Boutique shall retain title in the Products until such time as payment for the Products has been effected.

## RETURN AND REFUND POLICY

1. This Return and Refund policy shall only be applicable for home delivery shopping via Our Glamorous Time Boutique Online only.
2. Our Glamorous Time Boutique shall use its best efforts to ensure that Orders are correctly fulfilled. Should there be any discrepancy of Products delivered and the Customer wishes for return and refund, please notify us by completing and submitting the request of reason (Faulty / Damaged / Wrong Size; Colour; Variant / Parts Missing / Item Missing / Wrong Item / Others [Please specify]) together with the proof of the reason within seven (7) days upon receiving the Products. We will contact the Customer within seven (7) days after receipt of the completed form online to direct the Customer of the procedures in respect of the return of Products and refund. The Customer is advised to wait for our instruction for the next course of action. In the event the Customer does not receive any reply from us after the aforesaid period, please contact us either



by e-mail at ourglamorous2021@gmail.com or call Our Glamorous Time Boutique Online hotline at 60-11-1622-9866 for enquiries.

3. Return/Exchange of Products or refund can be arranged under the following reasons:
  - a. If any Product has been delivered in a damaged or defective condition; or
  - b. if the Product is out of date or expired; or
  - c. if the wrong Product which is different from the Order is delivered

Provided Always that the Customer shall return or caused to be returned to Our Glamorous Time Boutique the aforesaid Products unused and in its original condition, quantity and packaging as it is first delivered to the Customer together with the proof of Order, payment and delivery of the Products.
4. Any Change of mind by Customer on return and refund will not be entertained.
5. If a Product which was ordered and invoiced is not included in the delivery, Our Glamorous Time Boutique shall either refund the Customer the value of that Product, or replace the Product.
6. If any Product which was not included in the Customer's Order is delivered to the Customer, Our Glamorous Time Boutique shall collect the Product from the Customer.
7. If the Customer has been charged for a Product which has not been delivered, Our Glamorous Time Boutique shall refund the Customer the value of the Product as originally charged to the Customer.
8. If a Customer is charged more than the value of a Product as displayed on the site when the Customer makes its Order, Our Glamorous Time Boutique shall refund to the Customer the difference.
9. The return of a Product by a Customer does not automatically warrant for a refund. Our Glamorous Time Boutique will inspect the returned Products upon receipt of the same. If the conditions in Item No. 3 of this Return and Refund Policy have been fulfilled, refund will be made to the Customer and we will reimburse the Customer of its courier charges for returning of the Products to us provided always that the courier payment slip is furnished to us upon seeking refund.
10. All refunds will be made via the same mode of payment within 2 months and depending on the appointed bank refund policy in which your receipt of the refund will depend on the period of time your financial institution takes to finalise the refund. Our Glamorous Time Boutique shall not be liable with respect to any loss, damage, cost or expense that you or any person may incur as a result of any delay in your financial institution processing the said refund.
11. The Customer is required to send back the affected Product(s) to us via a reliable courier service company to our Our Glamorous Time Boutique Distribution Center / Store at address advised through email sent to the customer.
12. The Customer shall be responsible for the risks and condition of the Product to be returned until it reaches us at Our Glamorous Time Boutique Distribution Center or other selected Our Glamorous Time Boutique stores as above mentioned. Our Glamorous Time Boutique will not be liable for any loss or damage to the

Product prior to the Product is received by us. The Customers are advised to pack safely the Product to prevent any loss or damage to the Product or its box or its original packaging.

## WARRANTIES

1. To the extent permitted by law, all warranties, descriptions, representations or advice given as to the fitness or suitability for any purpose, tolerance to any conditions, similarity to sample, merchantability or otherwise of the Products supplied, are expressly excluded.
2. No agent or representative of Our Glamorous Time Boutique is authorized to make any warranties, representations or statements regarding the Products and Our Glamorous Time Boutique shall not in any way be bound by any such unauthorized warranties, representations or statements.

## LIABILITY

1. The liability of Our Glamorous Time Boutique whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the Products or any other breach of Our Glamorous Time Boutique's obligations hereunder shall not in any event exceed an amount equivalent to the price of the Products.
2. Subject to any rights the Customer may have under any consumer protection law and to the fullest extent permitted by law, Our Glamorous Time Boutique, its parent, subsidiaries, affiliates or successors or their respective officers, directors, employees, agents, representatives, contractors or vendors shall not be liable to the Customer or any other person for any consequential, indirect or special damage or loss of any kind whatsoever nor shall Our Glamorous Time Boutique, its parent, subsidiaries, affiliates or successors or their respective officers, directors, employees, agents, representatives, contractors or vendors be liable for any damage or loss caused by the Customer's servants, agents, buyers or other persons whatsoever.
3. The Customer shall ensure that the Products are not used for any purpose for which they are not suitable and shall be responsible for using all necessary skill and care in handling and using the Products. The Customer expressly acknowledges and agrees that Our Glamorous Time Boutique assumes no obligation or liability for any advice or information given with the Products and Our Glamorous Time Boutique shall not be responsible for any inaccuracy or misstatement of any such information. The Products shall be accepted by the Customer entirely at the Customer's risk.

## INTELLECTUAL PROPERTY

1. All right, title and interest in all Intellectual Property in all concepts, systems, written, graphic and other material relating to Our Glamorous Time Boutique Online in this website and all text, graphics, photographs, forms, diagrams and other materials published on it shall at all times remain the property of Our Glamorous

Time Boutique. You may not copy, reproduce, republish, upload, download, post, transmit, store in retrieval system, modify, alter or display in public or distribute in any way the contents or any part of this site for any purpose without Our Glamorous Time Boutique's prior written permission.

2. Our Glamorous Time Boutique and other parties own the trade marks, logos and service marks displayed on this site/catalogue and/or in connection with the Products and the Customers and on-line visitors are prohibited from using the same without the written permission of Our Glamorous Time Boutique or such other parties. No right or license is given to any party accessing this site to use or reproduce in any manner any such marks or logos and Our Glamorous Time Boutique will not hesitate to enforce its right against such party.

## **FORCE MAJEURE**

If the performance by Our Glamorous Time Boutique of its obligations under the Our Glamorous Time Boutique Online is prevented by reason of "force majeure" (which shall include prevention occasioned by epidemic, fire, explosion, casualty, accident, storm, flood, drought, weather conditions, earthquake, act of God or other natural disaster or any law, order, proclamation, regulation, demand or requirement of the government of Malaysia or of any of its government agencies, insurrection, riot, civil commotion, war, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of Products or raw materials, mechanical breakdown, delay in transit, failure or problems with public utility supplies including electrical, telecommunication or Internet failure or other causes whatsoever (whether similar to the foregoing or not) beyond the reasonable control of Our Glamorous Time Boutique, Our Glamorous Time Boutique shall be excused from such performance to the extent of such prevention.

## **VARIATION OF TERMS AND CONDITIONS**

Our Glamorous Time Boutique reserves the right to amend these Terms and Conditions from time to time or at any time in its sole discretion. Our Glamorous Time Boutique may, but does not undertake, to notify the Customer of such changes. It is the Customer's responsibility to review the Terms and Conditions prior to submitting any Order and Our Glamorous Time Boutique shall have no responsibility to notify the Customer of any changes to the Terms and Conditions prior to the coming into effect of such changes or otherwise.

## **LINKS**

1. Our Glamorous Time Boutique Online internet site may contain links to other sites and pages which are not maintained or controlled by Our Glamorous Time Boutique and for which Our Glamorous Time Boutique is not responsible. When you activate any of these links or pages you leave this site and access to such site or page is at the Customer's own risk for which Our Glamorous Time Boutique disclaims all responsibility and liability.

2. Our Glamorous Time Boutique disclaims all liability to information or materials posted by advertisers or sponsors on this site.

## CONTENT

1. All reasonable efforts are made to ensure that the information provided on this site is correct and up-to-date. However, the information may contain any errors, mistakes, omission or inaccuracies and Our Glamorous Time Boutique reserves the right to correct any errors, mistakes, omission or inaccuracies. To the extent permitted by law, Our Glamorous Time Boutique disclaims all implied and/or express warranties and makes no representation as to the accuracy or completeness of any information on the site and Our Glamorous Time Boutique takes no responsibility and assumes no liability for the content of the site or anything posted on or linked to it.
2. Neither the materials nor any information contained on this site constitute a solicitation. Such materials and information are provided for information purposes only and may be modified, deleted or replaced from time to time and at any time at Our Glamorous Time Boutique's sole and absolute discretion.

## SECURITY POLICY

Our Glamorous Time Boutique had established an information security policy for the prevention and detection of unauthorized access or misuse of information with the following methods:

1. Firewalls facility.
2. Customers' information and private transaction data are protected using Secure Socket Layer (SSL) encryption. SSL encryption is an Internet security protocol used by Internet browsers to transmit sensitive information.
3. We test our systems periodically to ensure there are no possible breaches of our security and that our Customers' security and confidential policy information is not compromised in any way.

## DISCLAIMER

1. By accessing and using this Our Glamorous Time Boutique Online internet site, the Customer acknowledges and accepts that the use of the site is at the Customer's own risk. Subject to any rights the Customer may have under any consumer protection law and to the fullest extent permitted by law, Our Glamorous Time Boutique shall not be liable for any direct, indirect, incidental, consequential or punitive damage or for damages for lost profits or for loss of revenue arising out of any use of, access to, or inability to use the site. Without limiting the foregoing:

THIS SITE AND ALL INFORMATION AND MATERIALS CONTAINED IN IT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR IMPLIED TERMS AS TO TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, PRIVACY OR NON-INFRINGEMENT. OUR GLAMOROUS TIME BOUTIQUE HAS NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENTS OF THE SITE. OUR GLAMOROUS TIME BOUTIQUE ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE (TO THE EXTENT PERMITTED BY LAW) FOR ANY DAMAGE OR INJURY ARISING OUT OF ANY USE OF OR ACCESS TO THE SITE/CATALOGUE, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, INTERCEPTION OF ONLINE COMMUNICATION, SOFTWARE OR HARDWARE PROBLEMS (INCLUDING WITHOUT LIMITATION LOSS OF DATA OR COMPATIBILITY PROBLEMS), THEFT, DESTRUCTION OR ALTERATION OF THE SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE OR, UNDER ANY OTHER CAUSE OF ACTION RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACCESS OR USE OF THE SITE/CATALOGUE, OR ANY UPLOADING, DOWNLOADING OR PUBLICATION OF DATA, TEXT, IMAGES OR OTHER MATERIAL OR INFORMATION TO OR FROM THE SITE.

## MISCELLANEOUS

1. The headings and sub-headings in these Terms and Conditions are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.
2. No failure on the part of Our Glamorous Time Boutique to exercise, and no delay on Our Glamorous Time Boutique's part in exercising, any right or remedy under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude Our Glamorous Time Boutique for further exercise thereof or the exercise of any other right or remedy.
3. If any provision or any part of any provision of these Terms and Conditions which are illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other provision contained herein.
4. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Customer and Our Glamorous Time Boutique hereby agree to submit to the jurisdiction of the Court of Malaysia.

## DATA PROTECTION

The following Personal Data and Privacy Policy shall form part of these Terms and Conditions:-

### PERSONAL DATA AND PRIVACY POLICY

Our Glamorous Time Boutique respects the privacy of individuals with regard to Personal Data. This Personal Data and Privacy Policy is formulated in accordance with the Personal Data Protection Act 2010 ("Act"). For the purpose of this Personal Data and Privacy Policy, "Personal Data" shall have the meaning as described to it in the Act. Our Glamorous Time Boutique may change this Personal Data and Privacy Policy from time to time and you are advised to check the said policy on a regular basis.

#### A. PURPOSE OF COLLECTION OF PERSONAL DATA

1. By providing any of your Personal Data: your name, gender, age, date of birth, nationality, identity card number, contact details, occupation, preferences, interests and/or other information relevant to the purposes as listed below to Our Glamorous Time Boutique via internet or otherwise, you are hereby agreed that Our Glamorous Time Boutique shall collect, retain and use the Personal Data for the following purposes:
  - providing you with services under any Our Glamorous Time Boutique's business;
  - processing your application under any Our Glamorous Time Boutique's programme;
  - marketing of goods and services and sending any advertising and/or promotional material to you;
  - conducting research on new goods and services for you;
  - carrying out matching procedure in accordance with the law;
  - notifying you of special offers or new products, updates and promotions;
  - performing statistical and analysis of your behaviour and characteristics in order to measure interest in and use of the various areas of the site and providing this information to advertisers together with information as to the number of users that have been exposed to or clicked on their banners;
  - making such disclosures as may be required for any of the above purposes or by law.
2. You further agree that Our Glamorous Time Boutique may disclose and transfer (whether in Malaysia or abroad) to Our Glamorous Time Boutique's agents, contractors, partners, advertisers, network operators, associated companies, any relevant financial institutions, any other persons under a duty of confidentiality to Our Glamorous Time Boutique, any company within its group, any referee whose details are provided by you and any of Our Glamorous Time Boutique's actual or proposed assignees or transferees of Our Glamorous Time Boutique's rights with respect to you to

use, disclose, hold, process, retain or transfer such Personal Data for the purposes of A1 herein for and on behalf of Our Glamorous Time Boutique. We may also use your Personal Data to send you promotional information about other third parties which we think you may find interesting. If you do not want to receive such information or for us to disclose, transfer or use your Personal Data for any of the purposes of A1, you may contact us in writing at the address set out in E2 below.

3. Please note that in the event that sufficient Personal Data is not supplied, or is not satisfactory to Our Glamorous Time Boutique then your application or request to Our Glamorous Time Boutique for any of the above purposes of A1 may not be accepted.
4. Any Personal Data supplied by you will be retained by Our Glamorous Time Boutique as long as necessary for the fulfillment of the purposes stated in A1 herein or is required to satisfy legal regulatory, accounting requirements or to protect Our Glamorous Time Boutique's interests.

## **B. CONFIDENTIALITY**

1. Personal Data held by Our Glamorous Time Boutique will be kept confidential in accordance with Our Glamorous Time Boutique's Personal Data and Privacy Policy pursuant to any applicable law that may from time to time be in force.
2. Any questions, comments, suggestions or information other than Personal Data sent or posted to the site, or any part of the site by visitors will be deemed voluntarily provided to Our Glamorous Time Boutique on a non-confidential and non-proprietary basis. Our Glamorous Time Boutique reserves the right to use, reproduce, disclose, transmit, publish, broadcast and/or post elsewhere such information freely, including passing it to any associated company for example, in connection with the development, manufacture and marketing of products and services and to meet customer needs.

## **C. SAFETY OF PERSONAL DATA**

1. All reasonable efforts and practical steps are made to ensure that any Personal Data held by Our Glamorous Time Boutique is kept up-to-date and is protected against any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

## **D. LINKS**

1. Our website may contain links to other sites and pages. By activating a link, such as for example by clicking on the banner of an advertiser, you leave our web site and Our Glamorous Time Boutique does not exercise control over any Personal Data or any other information you give to any other entity after you have left our web site.

## **E. RIGHT OF ACCESS TO PERSONAL DATA**

1. Under the Act, you have the right of access to your Personal Data held by Our Glamorous Time Boutique on payment of a prescribed fee and to request correction of the Personal Data that is inaccurate, incomplete, misleading or not up-to-date.

2. If you have any questions regarding Our Glamorous Time Boutique's Personal Data and Privacy Policy or if you wish to request access to your Personal Data or if you wish to correct your Personal Data or if you wish to withdraw your consent to Our Glamorous Time Boutique for the processing of your Personal Data for the purposes of A1 or for the transfer of your Personal Data to the third parties stated in A2, you may send your request in writing via Email / WhatsApp at the following address:

**Attention: Customer Service Executive**

**WhatsApp: 60-11-1622-9866**

**Email: ourglamorous2021@gmail.com**

3. Please note that in the event you withdraw your consent to Our Glamorous Time Boutique for the processing of your Personal Data for the purposes of A1, then Our Glamorous Time Boutique shall cease to process your Personal Data upon receiving your aforesaid withdrawal request wherein your approved application or request to Our Glamorous Time Boutique for any of the above purposes of A1 may be cancelled.
4. Our Glamorous Time Boutique reserves the right to charge you a reasonable fee for the processing of your personal data request.

Our Glamorous Time Boutique

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