

# **Terms of Use**

## 1. Agreement to Terms and Conditions

### 1.1 Acceptance of Terms and Conditions

1.1.1 The website Splat Oral Care Asia ("the website"), operating on the website [www.splatoralcare.asia](http://www.splatoralcare.asia), is owned and operated by ECOBEAUTE MALAYSIA SDN. BHD., registration number 202301025085 (1519008-P). References to "we", "us", or "our" are references to Splat Oral Care Asia. Our office and address for correspondence is:

Business Suite, Unit 19A-24-3, Level 24, Wisma UOA, No.19, Jalan Pinang, Kuala Lumpur, Wilayah Persekutuan

### 1.2 Changes to Terms and Conditions

1.2.1 Any new features or tools that are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. These terms were last updated on 3<sup>rd</sup> October 2023.

### 1.3 Other applicable terms

1.3.1 In addition to these Terms and Conditions our Privacy Policy also applies to your use of the website and is, where relevant, incorporated by reference into these Terms and Conditions. Please also refer to our FAQs and Our Story pages on the website for further information.

## 2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the

Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 3. Accuracy, Completeness, and Timeliness of Information

We are not responsible if the information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### 4. Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

### 5. Products or Services (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service

made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 6. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control of input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## 7. Third-Party Links

Certain content, products and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## 8. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans,

or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

## 9. Personal Information

Your submission of personal information through the store is governed by our Privacy Policy.

## 10. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## 11. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## 12. Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Splat Oral Care Asia, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in

contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### 13. Indemnification

You agree to indemnify, defend, and hold harmless Splat Oral Care Asia and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### 14. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### 15. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 16. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 17. Force Majeure

18.1 We will not be liable to you for any failure, lack of performance, or the unavailability, of our web store or our services, or for any failure by us to comply with these Terms and Conditions, where such unavailability, lack, or failure arises from any cause reasonably beyond our control.

## 18. Governing Law

19.1 These Terms of Service and any separate agreements whereby we provide you our service shall be governed by and construed in accordance with the laws of the ???

## 19. Contacting us

20.1 Please submit any questions you have about these Terms and Conditions or an order you have placed or our web store in general by email to [splatoralcare.asia](mailto:splatoralcare.asia) or write to us at:

Business Suite, Unit 19A-24-3, Level 24. Wisma UOA, No.19, Jalan Pinang, Kuala Lumpur, Wilayah Persekutuan

## **Privacy Policy**

# **PRIVACY STATEMENT**

## **Introduction**

This privacy statement describes how ECOBEAUTE MALAYSIA SDN. BHD., registration number 202301025085 (1519008-P) (hereinafter referred to as SPLAT Oral Care Asia), processes personal data collected from you at the time when you visit and use the services of websites (hereinafter referred to as WEBSITES) owned and operated by SPLAT Oral Care Asia.

Personal data in this regard shall mean any information relating to an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

Processing shall mean any operation that is performed on personal data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

## **Registration for and use of our services and products**

We will process personal data actively provided by you, e.g. when you register with us by setting up a contact record, sending us requests or questions, preparing orders, placing orders accessing downloads, or concluding a service contract. Such personal data may contain inter alia your name, e-mail address, contact details, company affiliation, country, request, and order information.

SPLAT Oral Care Asia collects and uses personal data only to provide you with the services you requested, to administer your contact record, to identify you, and to communicate with you. We also interact with you via our general inquiry sections or respond to complaints or general feedback given by you on our services because we had or have a contract with you in place. For this, the legal basis is Article 6 (1) 1 lit. b GDPR (i.e., the processing is necessary for entering into or the performance of a contract with you).

As the case maybe we may also contact you with regards to your satisfaction with our products and services and may conduct other surveys.

We use the personal data and contact data you provide by registration to inform you directly about our additional products and services, e.g. with your email address you can subscribe to our informational e-mails. The use of your personal data for directly advertising related products and services is a legitimate interest for us as a provider of this website, Article 6 (1) 1 lit. f GDPR.

You can object to the use of your personal data for direct marketing at any time. We will then refrain from any processing to the extent it is related to such



purposes. You can inform us about your objection by submitting this form to [sales\\_asia@splatglobal.com](mailto:sales_asia@splatglobal.com). Or you can unsubscribe from this service by opting out via the link provided in each informational e-mail.

We process your personal data as far as necessary for compliance with legal obligations to which we as the data controller are subject, in particular the applicable commercial accounting obligations and tax law requirements. The legal basis for this processing activity is Article 6 (1) 1 lit. c GDPR.

Your personal data is, in the absence of exceptions within the specific services mentioned below, retained for as long as your user account is used. If there has been no activity on your account, your personal data will be erased once the purpose has been fulfilled. Statutory storage obligations or the need for legal actions that may arise from misconduct within the services can lead to a longer retention of your personal data. In this case, we will inform you accordingly.

### **Data collected from third-party sources**

We may also collect personal data about you such as your name and contact details to provide you with information on products and services, coming from third-party resources on trade fairs and webinar vendors we are participating in.

The legal basis for this processing is Article 6 (1) 1 lit. f GDPR as it is our company group's legitimate interest to maintain our user base, bring new users to the Website, and inform (potential) users about services organized and provided by SPLAT.

### **Automated decision making**

We do not use your personal data for automated decision making which produces legal effects concerning you or similarly significantly affects you.

### **Automatic collection of personal data**

When you visit the Website for informational reasons, i.e., without being registered, we may automatically gather and store certain data in cookie files. We use such data only to assist us in providing an effective service (e.g., to adapt our website to the needs of your end-user device or to allow you to log into our website). The legal basis for this processing activity is Article 6 (1) 1 lit. b GDPR.

In case personal data is processed in the course of using cookies and/or similar technologies that are used for other purposes, e.g. improving our website or marketing purposes, the processing is based on Article 6 (1) lit. f GDPR and represents our legitimate interest in maintaining our user base, bringing new users to the Website and informing (potential) users about services organized and provided by SPLAT Oral Care Asia.

The cookies we use allow us to see:

- The Internet domain and IP address from which you access our Website;
- The type of Internet browser and the operating system of the computer;
- The date and time you visit our Website;
- The pages you visit on our Website;
- The pages you shared on social media and to which social media network;
- If you linked to our Website from another website, the address of that website;
- If you were referred to our Website from a search engine, the address of that website and the search term you used to find us.

You can control cookies using the cookie configurator on the Website or changing the browser's settings (for details, see [www.allaboutcookies.org](http://www.allaboutcookies.org)).

## **Recipient of your personal data**

Within SPLAT Oral Care Asia, your personal data may be transferred to various entities of the SPLAT Group. The legal basis for such transfer is SPLAT Group's legitimate interest in the provision of shared custom support as well as our company group's legitimate interest in guaranteeing smooth operations between our entities for the purposes set out above.

We may engage third-party companies and individuals who assist us in providing our products, customer support services, hosting, and content delivery as well as payment service providers. The legal basis for this data transfer and processing activity is Art. 28 GDPR in conjunction with the data processing agreements we concluded with respective third-party companies.

Therefore, our contractors will only use your personal data to the extent necessary to perform their functions and will be contractually bound to process your personal data only on our behalf and in compliance with our requests.

We may disclose your personal data if legally entitled or required to do so (for example if required by law or by a court order). The legal basis for this processing is Art. 6 (1) 1 lit. C GDPR.

## **International data transfer**

Within the scope of our information-sharing activities set out above, your personal data may be transferred to other countries (including countries outside the European Union) which may have different data protection standards than your country of residence. Please note that data processed in a foreign country may be subject to foreign laws and accessible to foreign governments, courts, law enforcement, and regulatory agencies. However, we

will endeavour to take reasonable measures to keep up an adequate level of data protection when sharing your personal data with such countries.

SPLAT Oral Care Asia is a Binding Corporate Rules (Controller) certified company and therefore personal data transferred to a third country outside the European Union / European Economic Area is subject to these.

In the case of a transfer outside of the European Union, this transfer is safeguarded by the EU Standard Contractual Clauses. You can find further information about the aforementioned safeguards under: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en).

## **Retention periods**

We strive to keep our processing activities with respect to your personal data as limited as possible. In the absence of specific retention periods set out in this policy, your personal data will be retained only for as long as we need it to fulfil the purpose for which we have collected it and, if applicable, as long as required by statutory retention requirements.

## **Security**

We take serious precautions to protect personal data. To protect information and information services SPLAT Oral Care Asia uses the world's best cyber security practices and is guided by organizational and technical security measures regulated by internal information security documents.

## **Data subjects' rights**

You may be entitled to exercise some or all the following rights free of charge:

- a. require (i) information on whether your personal data is retained and (ii) access to and/or (iii) duplicates of your personal data retained, including the purposes of the processing, the categories of data concerned, and the recipients or categories of recipients to whom the data are disclosed and where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
  
- b. request proper rectification, removal or restriction of your personal data, e.g. because (i) of the incomplete or inaccurate nature of the personal data, (ii) it is no longer needed for the purposes for which it was collected, (iii) the consent on which the processing was based has been withdrawn, or (iv) you have taken advantage of an existing right to object to the data processing; in case your personal data is processed by third parties, we will forward your request for rectification, removal or restriction also to such third parties unless this proves impossible or involves a disproportionate effort;

c. receive the personal data concerning you, which you have provided to us, in a structured, commonly used, and machine-readable format and transmit those data to another controller without hindrance from our side; where technically feasible you shall have the right to have the personal data transmitted directly from us to another controller,

d. refuse to provide and – without impact to data processing activities that have taken place before such withdrawal – withdraw your consent to the processing of your personal data at any time.

e. object at any time that your personal data will be used for direct marketing purposes, or – based on grounds relating to your particular situation, that your personal data shall be subject to data processing for other purposes;

f. not to be subject to any automatic individual decisions (automatic decisions based on data processing by automatic means, for the purpose of assessing several personal aspects) which produce legal effects on you or similarly significantly affect you;

g. take legal actions in relation to any breach of your rights regarding the processing of your personal data, as well as to lodge complaints before the competent data protection regulators.

## **Revision of the Privacy Statement**

SPLAT Oral Care Asia may change or update the privacy statement without notice. All such changes will take effect once they have been posted on the Website. It is your responsibility to monitor such updates. The privacy statement was last updated on the date stated at the beginning of this privacy statement.

## **Contact Details**

If you have any questions regarding this Privacy Statement, please contact our responsible person via [sales\\_asia@splatglobal.com](mailto:sales_asia@splatglobal.com). SPLAT Oral Care Asia regrets that only general queries about the privacy statement can be responded to via e-mail.

We wish you a pleasant, enhanced user experience at the Website!