

Terms of Use

Please read these terms of use (“Terms of Use”, “Agreement”) carefully before using the website (“Website”, “Service”) created and maintained by Benjamin Tay: <https://benjaintay.me> as part of his personal presentation (“us”, “we”, “our”).

Conditions of use

By using this Website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the Website accordingly. Benjamin Tay only grants use and access to this Website, its products, and its services to those who have accepted its terms.

Privacy policy

Before you continue using our Website, we advise you to read our Privacy Policy on <https://benjaintay.me> regarding our user data collection. It will help you better understand our practices.

Age restriction

You must be at least 16 (sixteen) years of age before you can use this Website. By using this Website, you warrant that you are at least 16 years of age and you may legally adhere to this Agreement. If you are not legally able to agree to this Agreement, you must obtain parental or guardian consent. Benjamin Tay assumes no responsibility for liabilities related to age misrepresentation.

Trademarks and Intellectual Property

- Ownership of Trademarks: Benjamin Tay and other marks indicated on our Website are trademarks or registered trademarks of Benjamin Tay.
- Third-Party Trademarks: All other trademarks not owned by Benjamin Tay that appear on this Website are the property of their respective owners. These third-party trademarks used on this Website are not affiliated with, connected to, or sponsored by Benjamin Tay.
- Intellectual Property Compliance: All content on this Website is subject to intellectual property laws and is protected accordingly. This includes, but is not limited to, text, graphics, logos, images, and software.

Permitted uses of the Website and content on the Website

You may access the Website using your web browser and save an electronic copy, or print out a paper copy, of parts of the Website for your own information purposes only, including research, study or other personal, non-commercial use, but only if you keep all content intact and in the same form as

presented on the Website (including, without limitation, maintaining all copyright, trademark and other proprietary notices and all advertisements).

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

Prohibited uses

You agree not to:

- modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute any content on the Website in any way except as expressly provided for in these terms, on the Website or with a prior written consent of Benjamin Tay. You must not use any illustrations, photographs, videos or audio sequences or any graphics separately from any accompanying text;
- use the Website or any content on the Website in any manner or for any purpose which is unlawful or in any manner which violates any of our rights or which is prohibited by these terms;
- use any content on the Website for a commercial purpose without the express written consent of Benjamin Tay (where use of any content for a commercial purpose is any use other than accessing and using the content for your own personal and private decision making), other than as expressly permitted on the Website or in these terms;
- use any spider, screen scraper, robot, other similar software or device, or other similar process, to use or access the Website in any way whatsoever, including monitoring, downloading or copying any content on the Website (except as otherwise permitted under these terms or with a prior written consent of Benjamin Tay);
- use the Website in any manner that could disable, overburden, damage or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any manual process to monitor or copy any content on the Website or for any other unauthorized purpose without a prior written consent of Benjamin Tay;
- delete or alter any copyright, trademark or other proprietary rights from copies of any content on the Website;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs or other content which are maliciously or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored or any server computer or database connected to the Website;
- attack the Website via a denial-of-service or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website or any content on the Website.

In the event of any breach by you of the above prohibitions on use of the Website, your right to use the Website will cease immediately. We may report any of the above activities to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them.

User accounts

As a user of this Website, you may be asked to register with us and provide private information at some point. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the Website, inform us immediately so we may address it accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion

The War Factory

The use of the War Factory is governed by separate Terms and Conditions. Please refer to the Terms and Conditions of the War Factory for detailed information regarding downloads and use of the available assets.

Availability of the Websites and content

We do not guarantee that the Website, or any content on it, will always be available and/or uninterrupted. We may suspend or withdraw the availability of all or any part of the Website at our discretion (acting reasonably) for security or other reasonable business and operational reasons.

Feedback

If you submit feedback or suggestions about our products or services, we may use your feedback or suggestions without obligation to you.

Links to third party websites and other resources

The Website contains links to third party web pages and other resources provided by third parties. These linked web pages and resources are not under the control of Benjamin Tay, and Benjamin Tay is not responsible for the contents of any linked web page or resource accessed through the Website, or any hyperlink contained in a linked web page except for content created and posted by Benjamin Tay on his official profiles.

Benjamin Tay provides these hyperlinks to you as convenience only, and the inclusion of any link on the Website to third party web pages and/or resources does not imply any endorsement or approval

by Benjamin Tay of those linked web pages or resources or any products, services or information you obtain from them.

Your access and use of a third party webpage is entirely at your own risk.

Applicable law

By visiting this Website, you agree that the laws of Kuala Lumpur, Selangor, Malaysia, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Benjamin Tay and you, or its business partners and associates.

Disputes

Any dispute related in any way to your visit to this Website or to products you purchase from us shall be arbitrated by state or federal court of Kuala Lumpur, Selangor, Malaysia and you consent to exclusive jurisdiction and venue of such courts.

Indemnification

You agree to indemnify Benjamin Tay and its affiliates and hold Benjamin Tay harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

Limitation on liability

Benjamin Tay is not liable for any damages that may occur to you as a result of your misuse of our Website.

Benjamin Tay reserves the right to edit, modify, and change this Agreement any time. The updated version will be always visible on the Website <https://benajmintay.me>. This Agreement is an understanding between Benjamin Tay and the user, and this supersedes and replaces all prior agreements regarding the use of this Website.

Severability

If any part of these terms should be declared invalid, void or unenforceable, such part or parts shall be severed from the remainder of these terms which will remain in full force and effect. The invalid, void or unenforceable provisions shall be replaced by provisions which correspond to or come as close as possible to the economic or intended purpose of the void provision.

If you have any questions regarding these Terms of Use, please contact us via our Contact Form on our Website.