

Terms of Use & Cookies Policy

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.
- 1.3 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.4 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.
- 1.6 By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

2. Using personal information

- 2.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.
- 2.2 We may use your personal information to:
 - (a) administer our website and business
 - (b) personalise our website for you
 - (c) enable your use of the services available on our website
 - (d) send you goods purchased through our website
 - (e) supply to you services purchased through our website
 - (f) send statements, invoices and payment reminders to you, and collect payments from you
 - (g) send you non-marketing commercial communications
 - (h) send you email notifications that you have specifically requested
 - (i) send you our email newsletter, if you have requested it
 - (j) send you marketing communications relating to our which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology

- (k) provide third parties with statistical information about our users
 - (l) deal with enquiries and complaints made by or about you relating to our website
 - (m) keep our website secure and prevent fraud; and
 - (n) verify compliance with the terms and conditions governing the use of our website
- 2.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us.
- 2.4 Your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website.
- 2.5 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

3. Collecting personal information

- 3.1 We may collect, store and use the following kinds of personal information:
- (a) information about your computer and about your visits to and use of this website including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths;
 - (b) information that you provide to us when registering with our website;
 - (c) information that you provide when completing your profile on our website including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details;
 - (d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters including your name and email address;
 - (e) information that you provide to us when using the services on our website, or that is generated in the course of the use of those services including the timing, frequency and pattern of service use;
 - (g) information that you post to our website for publication on the internet including your user name, your profile pictures and the content of your posts;
 - (h) information contained in or relating to any communication that you send to us or send through our website including the communication content and metadata associated with the communication;
 - (i) any other personal information that you choose to send to us.

- 3.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

4. Disclosing personal information

- 4.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors in so far as reasonably necessary for the purposes set out in this policy.
- 4.2 We may disclose your personal information to any member of our group of companies this means our subsidiaries, our ultimate holding company and all its subsidiaries in so far as reasonably necessary for the purposes set out in this policy.
- 4.3 We may disclose your personal information:
- (a) to the extent that we are required to do so by law;
 - (b) in connection with any ongoing or prospective legal proceedings;
 - (c) in order to establish, exercise or defend our legal rights including providing information to others for the purposes of fraud prevention and reducing credit risk;
 - (d) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.
- 4.4 Except as provided in this policy, we will not provide your personal information to third parties.

5. Cookies Policy

- 5.1 Our website uses cookies. By using Kansai Paint Asia Pacific site, you are consenting to our use of cookies. If you disable the use of cookies, this may impact your user experience in our website.
- 5.2 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 5.3 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

- 5.4 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

6. Breaches of these terms and conditions

6.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website; and
- (f) commence legal action against you, whether for breach of contract or otherwise.

6.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

7. Variation

7.1 We may revise these terms and conditions from time to time.

7.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

7.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

8. Entire agreement

8.1 These terms and conditions, together with our terms of use and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.