

Terms of Use

Company: The Loud Clan Sdn Bhd

Jurisdiction: Malaysia

Effective Date: July 2026

Version: 1.0

The Loud Clan Sdn Bhd ("we", "us", or "our") is incorporated in Malaysia under the Companies Act 2016. These Terms of Use ("Terms") set out the conditions that apply when you access or use the website located at <https://www.theloudclan.com/my/> (the "Site"). Accessing the Site in any manner indicates your acceptance of these Terms in full. If you do not wish to be bound, you should exit the Site immediately.

These Terms were last updated in July 2026.

1. Nature of This Site

This Site is maintained for general informational purposes and to communicate details of the services we offer. Nothing published here is intended to constitute, or should be read as, any regulatory advice of any kind. The relevance and applicability of any information on this Site may differ depending on the facts and circumstances of each individual.

Viewing or interacting with this Site does not give rise to any professional engagement, advisory relationship, or contractual obligation between you and us. Formal engagement of our services is established solely through written agreements executed between us and our clients.

2. About Our Services

We provide marketing services to support businesses in various sectors with their promotional and marketing objectives. We bring a structured marketing framework to corporate clients and organisations worldwide. The descriptions of these services on this Site are provided for informational reference only and do not represent a binding offer or commitment.

3. Conditions of Access

By accessing this Site, you confirm that:

- you are aged 18 or above and have the legal capacity to enter into binding commitments;
- where you are acting on behalf of a corporate body or organisation, you have the authority to do so;
- your intended use of the Site is for lawful purposes only; and
- you have read and agree to these Terms as well as our Privacy Policy, which is incorporated by reference.

4. Site Availability and Technical Limitations

We endeavour to keep this Site accessible and up to date; however, we make no representations or warranties, whether express, implied, or otherwise, as to the continuity, accuracy, completeness, timeliness, or fitness for purpose of the content published here. The inherent characteristics of internet-based services mean that we cannot guarantee the Site will be available without interruption, delay, error, or exposure to security vulnerabilities. All content is made available on a strictly "as is" basis.

5. Intellectual Property

All material published on this Site, including written content, methodologies, frameworks, processes, know-how, software, graphics, imagery, and any other proprietary information, is owned by or licensed to us and is protected under applicable intellectual property and applicable law and regulations. Accessing this Site does not transfer any ownership interest in any such material to you.

You may, subject to the conditions below, print or save individual pages for your own personal, non-commercial reference:

- all proprietary, copyright, and attribution notices must be preserved without modification;
- the content must not be framed, adapted, or presented in a way that implies endorsement or affiliation with us; and
- such use must remain strictly personal and must not extend to any form of distribution, publication, or commercial exploitation.

Any use of content for public display, commercial gain, reproduction, modification, or distribution beyond the above requires our prior written authorisation. We assume no liability should you proceed without obtaining such authorisation.

The name "The Loud Clan Sdn Bhd " and any associated trading names, logos, or service identifiers displayed on this Site are proprietary to us. Their use, whether in connection with products, services, or any other commercial or non-commercial activity, requires our express prior written consent. Unauthorised use will be challenged to the fullest extent available under the law.

6. External Links

This Site may include hyperlinks to external websites operated by third parties, included solely to assist navigation and for the convenience of visitors. We exercise no control over such external sites and accept no responsibility for their content, availability, accuracy, or privacy practices. The presence of a link should not be taken as our endorsement of the linked site or its operator.

The following linking practices are not permitted without our advance written approval:

- any link that incorporates our name, logo, or brand elements without authorisation; or
- any link configured in a manner that conceals the destination of the Uniform Resource Locator ("URL"), bypasses the Site homepage, or obscures the applicable legal notices on this Site.

We reserve the right to withdraw permission for any link to this Site at our discretion.

7. Acceptable Use

When using this Site, you agree to refrain from:

- any conduct that contravenes applicable laws or regulations, whether local, national, or international;
- submitting or transmitting content that is harmful, misleading, defamatory, or otherwise objectionable;
- attempting to circumvent or interfere with the Site's security controls or underlying infrastructure;
- deploying automated scripts, crawlers, or data-extraction tools against the Site without our consent; or
- misrepresenting your identity or affiliation in any communication connected with the Site.

8. Limitation of Liability

Subject to any liability that cannot lawfully be excluded, The Loud Clan Sdn Bhd and each of its directors, officers, employees, consultants, and agents will not be responsible or liable under any theory of liability, including contract, tort, strict liability, or otherwise for any loss or damage of any nature whatsoever arising out of or connected with: (a) your access to or use of, or inability to access or use, this Site or any content found on it; (b) any reliance placed on information published on this Site; or (c) the reproduction, display, or other use of any materials accessible through this Site.

This exclusion extends to direct, indirect, incidental, consequential, special, exemplary, and punitive losses, including loss of revenue, loss of data, loss of business opportunity, and loss of anticipated savings, irrespective of whether such losses were foreseeable or we had been advised of their possibility.

Nothing in these Terms operates to limit or exclude liability for fraudulent misrepresentation, wilful default, gross negligence, or any other matter that applicable law does not permit to be excluded.

9. Regulatory Disclaimer

The Loud Clan Sdn Bhd is a company providing marketing services. We are not a licensed financial institution, investment adviser, securities firm, or legal practice. Nothing on this Site constitutes regulated financial, investment, or legal advice, and no content should be relied upon as such.

10. Governing Law and Disputes

These Terms shall be interpreted and enforced in accordance with the laws of Malaysia, without regard to any conflict-of-law principles that might otherwise apply. Should any dispute arise in connection with these Terms or your use of this Site, the parties shall first seek to resolve the matter through good-faith dialogue for a period of not less than 30 days from the date on which the dispute is notified in writing.

If the dispute remains unresolved following that period, either party may elect to refer the matter to mediation conducted by a mutually agreed neutral mediator before commencing formal proceedings.

Where mediation is not agreed upon or does not produce a resolution, the dispute shall be subject to the exclusive jurisdiction of the courts of Malaysia.

11. Amendments

We retain the right to revise these Terms at any time. Revisions become effective upon publication to the Site and will be identified by an updated date at the top of this page. Continued access to or use of the Site after any revision is posted constitutes acceptance of the updated Terms. We recommend checking this page periodically so that you remain aware of the current version.

12. Contact

Should you have any questions regarding these Terms or the operation of this Site, please reach out to us:

Website: <https://www.theloudclan.com/my/>

Company: The Loud Clan Sdn Bhd